Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, November 17, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition**
6. **Report of the Superintendent**
   - A. Reports from Student School Board Representatives
   - B. Superintendent's Report
   - C. Schedule of Meetings and Events 2
7. **Report of Standing Committees**
   - A. Committee of the Whole
     - 1) Monthly Committee of the Whole *(November 12, 2026)* 3
   - B. Human Resources/Business Services Committee *(November 9, 2026)* 64
   - C. Policy Committee *(November 12, 2026)* 351
8. **General Board Committee Updates**
9. **Consent Agenda**
10. **Resolutions from Committee Reports**
    - A. B-11-26-4192 - Acceptance of Donations to Duluth Public Schools 368
    - B. B-11-26-4193 - Acceptance of Grant Awards to Duluth Public Schools 370
    - C. B-11-26-4194 - Aid Anticipation Certificate 374
    - D. HR-11-26-4190 Non-Certified Business Division Adminstrators' Association Collective Bargaining Agreement 2025-2027 389
11. **Special Resolutions and Action Items**
    - A. B-11-26-4195 Legislative Platform 2027 429
12. **Questions / Other**
13. **Adjournment**

Schedule of Meetings and Events

All meetings will be held at: **District Services Center, 709 Portia Johnson Drive, Duluth, MN 55811** *(Unless otherwise noted)*.

The Schedule of Meetings and Events is Subject to Change

Week of November 16 - November 20, 2026			
Monday	November 16, 2026	5:30 p.m.	District Advisory Committee
Tuesday	November 17, 2026	5:30 p.m. - 6:15 p.m.	School Board Listening Session*
Tuesday	November 17, 2026	6:30 p.m.	Regular School Board Meeting*
Wednesday	November 18, 2026	4:00 p.m.	American Indian Parent Advisory Committee (AIPAC) Laura MacArthur Elementary School 720 N. Central Ave.
Thursday	November 19, 2026	5:00 p.m.	School Board Work Session
Week of November 23 - November 27, 2026			
None			
Week of November 30 - December 4, 2026			
Tuesday	December 1, 2026	4:30 p.m.	Monthly Committee of the Whole
Week of December 7 - December 11, 2026			
Monday	December 7, 2026	4:30 p.m.	HR/Business Services Committee
Thursday	December 10, 2026	4:30 p.m.	Policy Committee
Thursday	December 10, 2026	5:30 p.m.	Head Start Parent Policy Council Lowell Elementary School 2000 Rice Lake Rd.

**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

Scan QR Code for:
Listening Session Guidelines

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, November 12, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
5:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Strategic Plan Alignment
     - 1) Improving Systems
       - a. **Overview of November Election Results and 2027 Legislative Platform Input** **2**
     - 2) Supporting Every Student
       - a. **Duluth Preschool Report for the 2025-2026 School Year and Duluth Preschool Head Start Governing Board Training for 2026-2027** **3**
     - 3) Advancing Equity
       - a. **Achievement and Integration Progress Summary Report** **29**
   - B. Teaching, Learning, and Equity Board Summary Report
   - C. Budget Update
     - 1) **Post Referendum Budget Reduction Numbers** **60**
     - **2027-28 Budget Reduction Guiding Change**
   - D. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: November 12, 2026

Topic: Overview of November Election Results and 2027 Legislative Platform Input

Presenter(s): John Magas and Jeff Anderson

Attachment:

Brief Summary of Presentation or Topic (no more than a few sentences):
Jeff Anderson, our lobbyist, will provide an update on the results of the November 2026 election, as well as assist the board in drafting our 2027 Legislative Platform.

This Requires School Board Approval :
Yes. It is recommended that we approve our legislative platform at our November School Board meeting.

Duluth Preschool

COW Agenda Cover Sheet

Meeting Date: Thursday, November 12, 2026

Topic: Duluth Preschool Report for the 2025-2026 school year and Duluth Preschool Head Start Governing Board Training for 2026-2027

Presenter(s): Julie Midas

Attachment:
https://docs.google.com/presentation/d/1SF2dx0Q6OMxYBbA3PPtUt9Gtw45llaHjOiFj8MKiUbI/edit?usp=sharing

https://docs.google.com/presentation/d/1oy-1tDNAOORrbNjDb2vc1Ytp11VWIemQPpuwOpEBTVc/edit?usp=sharing

Brief Summary of Presentation or Topic (no more than a few sentences):

Duluth Preschool Report for 2025-2026 school year will be presented.

Duluth Preschool - Head Start Governing Board Training annual training for the 2026-2027 school year.

This Requires School Board Approval : No

Duluth Preschool

Committee of the Whole Report for the 2025-26 program year

November 12, 2026

OUR MISSION

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

OUR VISION

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



Having high standards for all through accountability, integrity and authenticity.

Equity



Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.

Collaboration



Working in partnership with staff, families, students and community.

Belonging



Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

Federal Grant FY 27

We are waiting for the
Federal Recompetition Grant
to become available.

Funding Type	Federal Head Start
Program Operations	**$2,859,575**
Training and Technical Assistance	**$28,958**
Federal Funded Enrollment	**190**
Total Funding	**$2,888,533**

Duluth Head Start Program Information Report 2025-26



Head Start

190 Head Start slots funded in the Duluth Preschool Program

- 74 3 year olds
- 128 4 year olds
- 0 5 year old

202 Head Start Children were served in the 2025-26 program year

113 children were projected to enter Kindergarten for the 2026-27 school year

Duluth Head Start Program Information Report 2025-26

DRPD (Desired Results Developmental Profile)

- Teacher observations and student portfolios
- Authentic Assessment completed 2 times per program year
- Observations in 8 developmental domains
  - approaches to learning
  - social/emotional development
  - language
  - literacy
  - math
  - physical development/health
  - science
  - cognition
- Creative Curriculum
- Pyramid Model Framework/Second Step

Duluth Head Start Program Information Report 2025-26

Who is enrolled in Head Start?

- 18 dual language learners
- 20 children identify as hispanic/Latino



- 36 children identified as African American/Black
- 3 children identified as Asian
- 65 children identified as White
- 73 children identified as multi racialor biracial
- 25 children identified as American Indian or Alaska Native

- 54 children were referred to early intervention for assessment
- 35 children were determined to have a disability under IDEA

- 77 (38%) children were supported through early intervention and an IEP Individual Education Plan)

Duluth Head Start Program Information Report 2025-26

Family Snapshot

195 families were served and supported by Head Start

- 34 families experienced homelessness
- 4 children were in foster care at some point during the program year
- 135 families received SNAP benefits
- 120 families reported that at least one parent was employed
- 14 parents had a baccalaureate degree
- 67 parents had an associate/vocational degree or some college

Duluth Head Start Program Information Report 2025-26

Broad Grant Goals remain for the 2026-27 Program Year

1. **High Quality Inclusion: Navigating Trauma**
   a. Partnership with Early Childhood Special Education

2. **Meeting the Unique Needs of our Community**
   a. Oshki-Inwewin: A loop program that infuses curriculum with Ojibwe language and perspectives at a site where an Ojibwe Immersion School operates.
   b. Nature Based Programming at all sites
   c. Artist in Residence Program for full day classes

3. **Fostering Resilience with a Focus on Health and Wellness**
   a. YMCA Collaboration: Safety Around Water classes for 72 children annually;
      i. Family Day Passes for all Head Start families
      ii. Swim lessons for Head Start parents
   b. Health and Wellness Opportunities for Families and Staff

Duluth Head Start Program Information Report 2025-26

2026-27 Program Year

1. **High Quality Inclusion**
   a. Meeting weekly as an early childhood leadership team: ECFE/PreK/ECSE
   b. P-3 Initiative Membership, supported by the MN Department of Children, Youth and Families
   c. CLASS and Danielson Framework teacher evaluations

2. **Meeting the Unique Needs of our Community**
   a. Membership in Every Child Ready Duluth
   b. First Street Buildout Planning,was supported by the Community Education Leadership and Team

3. **Fostering Resilience with a Focus on Health and Wellness**
   a. Staff Wellness supported through Reflective Consultation
   b. Preschool Support Team assisting teachers and families in addressing challenging child behaviors



Questions?

Duluth Preschool

Governing Board Training

2026-2027

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Developing a love of learning through life-long inquiry.

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Having high standards for all through accountability, integrity and authenticity.

Equity



Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.

Collaboration



Working in partnership with staff, families, students and community.

Belonging



Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

Duluth Preschool STARTED with HEAD START in 1965!



President Lyndon B Johnson, declared War on Poverty in his 1965 State of the Union Speech and a team of experts from Yale and Harvard set to work developing a preschool program that would help communities meet the needs of disadvantaged preschool children.

Fun Fact #1: The original Head Start program in Duluth was an 8 week summer program at Lincoln Park Elementary School.
Fun Fact #2: We are the only Head Start program in MN where a school district is the grant recipient.

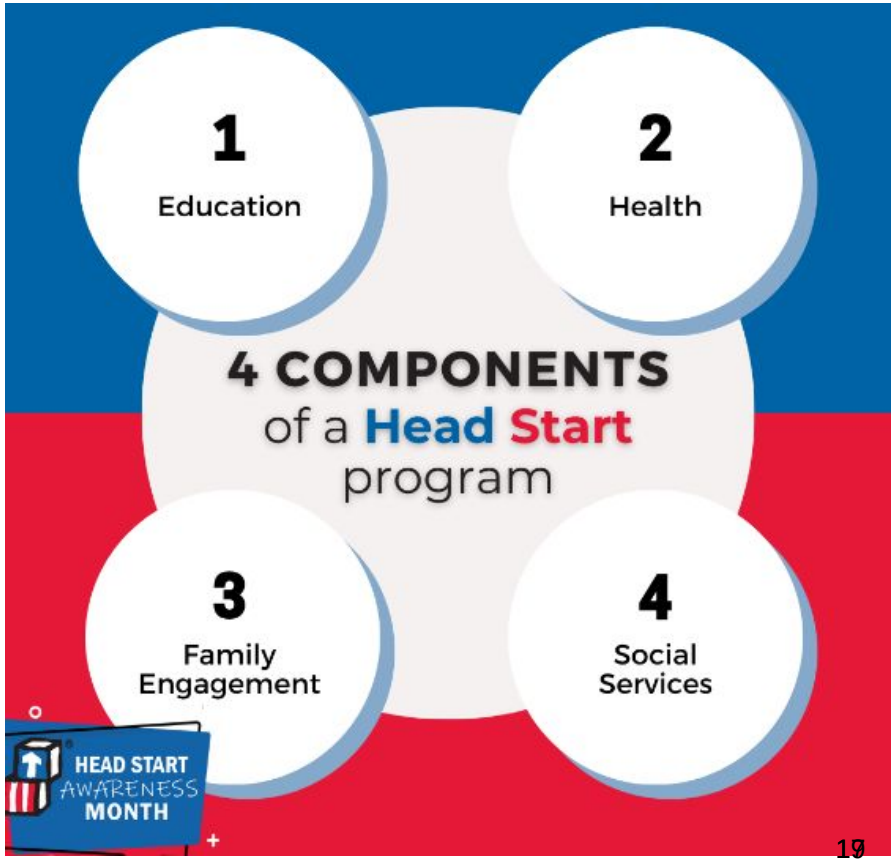
Comprehensive services set Head Start apart

Health: We support families is securing health insurance, a medical and dental home, and access mental health resources.

Social Services: programs and services that improve the well being of individuals, families, and communities

Family Engagement: Community and family events/ Site parent committees and Parent Policy Council are a part of our program governance. Family Engagement data is collected through the Child Plus platform

[Comprehensive Services: The Foundation of Head Start]



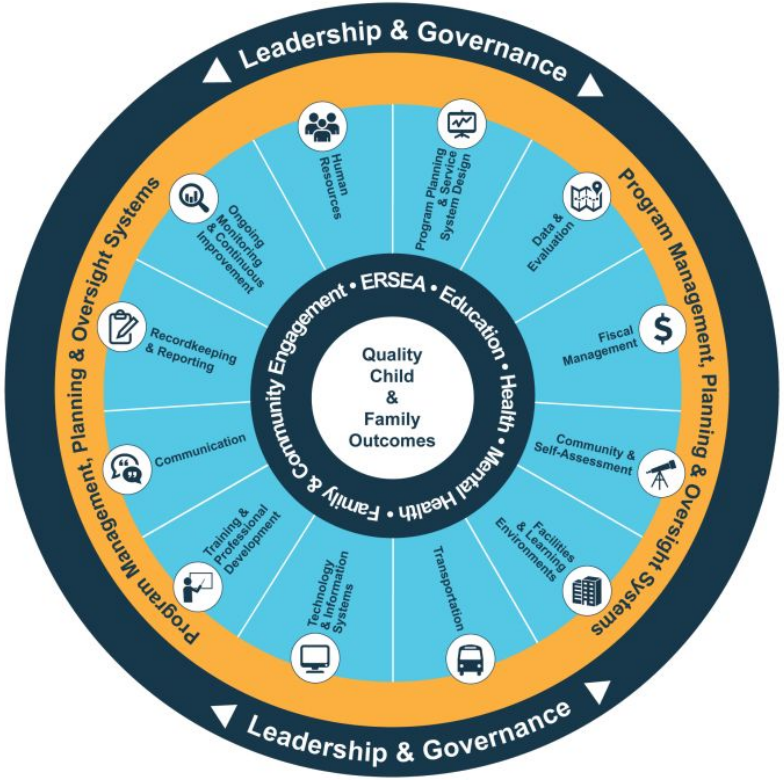
Head Start Parent, Family, and Community Engagement Framework

Positive & Goal-Oriented Relationships

Equity, Inclusiveness, Cultural and Linguistic Responsiveness

PROGRAM FOUNDATIONS	PROGRAM IMPACT AREAS	FAMILY OUTCOMES	CHILD OUTCOMES
Program Leadership	Program Environment	Family Well-being	Children are:
Professional Development	Family Partnerships	Positive Parent-Child Relationships	Safe
Continuous Learning and Quality Improvement	Teaching and Learning	Families as Lifelong Educators	Healthy and well
	Community Partnerships	Families as Learners	Learning and developing
	Access and Continuity	Family Engagement in Transitions	Engaged in positive relationships with family members, caregivers, and other children
		Family Connections to Peers and Community	Ready for school
		Families as Advocates and Leaders	Successful in school and life

Head Start Management Wheel



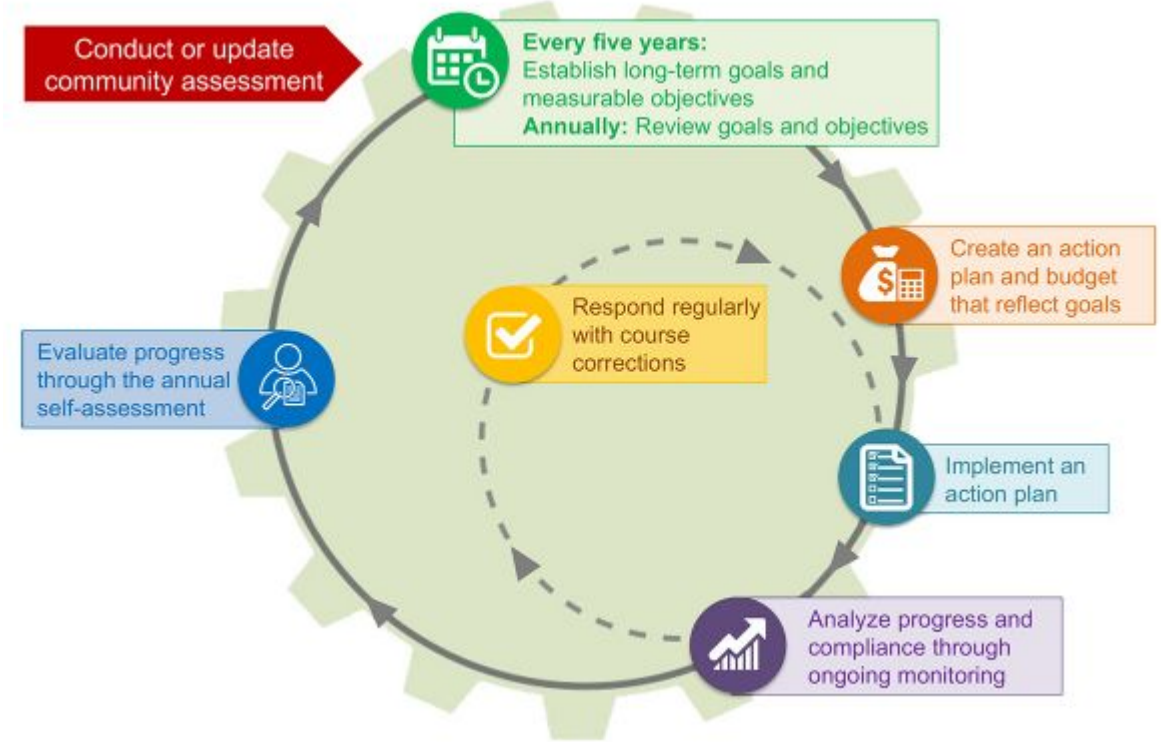
Head Start Performance Standards

Provide Head Start grantee requirements for:

- Eligibility, recruitment, selection, attendance
- Early childhood education and development
- Health and safety
- Health promotion
- Nutrition
- Disabilities
- Parent involvement
- Family partnerships
- Community partnerships
- Administrative and financial management
- Transportation and facilities



We currently in a one year grant cycle extension



Head Start Leadership and Governance



Membership and Responsibilities

Policy Council	Governing Board/ School Board
Each agency must establish and maintain a Policy Council responsible for the direction of the Head Start program at the agency level. In Duluth, Head Start parents are eligible to run for Policy Council. Elections are held each fall, with parents from all program options and locations. Current Policy Council members facilitate the election of new board members prior to dissolving their leadership roles.	The Head Start Act (2007) clearly defines who should be part of the Governing Body. This requirement is very intentional to ensure the Governing Body is diverse and represents the skill set needed to run a federally funded organization that serves our nation's most vulnerable children and their families. In Duluth, the Governing Board is elected by the citizens of Duluth when they elect ISD709 School Board members.
Parents of children currently enrolled in each program option must be proportionately represented on Policy Council.	The Governing Board have legal and fiscal responsibility for the program.

Membership and Responsibilities

Policy Council	Governing Board
A Policy Council must use ongoing monitoring results, data on school readiness goals and other information to conduct its responsibilities.	Adopt practices that assure active, independent, and informed governance of the Head Start agency and be responsible for ensuring compliance with Federal laws.
A member must stand for one year. If a member intends to serve another year, they must stand for re-election.	Responsible for other activities as outlined in the Head Start Act of 2007.
The Policy Council must include in its By-Laws, how many one year terms a person may serve, not to exceed five years. Current By-Laws state a member may serve 5 years.	Governing Body oversees Policy Council.
A program must seat a successor Policy Council before an existing Policy Council may be dissolved.	Governing Board members may not receive money from the Head Start grantee.
	Impasse Policy with Policy Council.

Membership and Responsibilities

Policy Council	Governing Board
A program must enable low income members to participate fully in their Policy Council responsibilities by providing if necessary, reimbursements for reasonable expenses incurred by the low income members.	
Policy Councils work in concert with Governing Boards to provide oversight for the Head Start Program.	
Impasse Policy with Governing Board.	

The Big Three: Regulations that Guide Head Start: Live links

Head Start Program Performance Standards

Head Start Act

Uniform Administrative Requirements, Cost Principles and Audit requirements for federal awards


DULUTH PRESCHOOL
START STRONG • STAY STRONG



Questions?

- Any questions?
- Comments?
- Concerns?
- Feedback?

COW Agenda Cover Sheet

Meeting Date: November 12, 2026

Topic: Achievement and Integration Progress Summary Report

Presenter(s): Assistant Superintendent Anthony Bonds

Attachment: Yes

Brief Summary of Presentation or Topic (no more than a few sentences):

This Requires School Board Approval : No

2025–26 Achievement and Integration (A&I) Progress Report

Please use this template as an internal tool to gather information. Responses should be submitted electronically using the unique link that will be sent to the Superintendent. You can copy your responses from this template into the electronic form.

District Name: Duluth Public Schools ISD 709

A&I Contact: Anthony Bonds

Title: Asst. Superintendent

Phone: 218-336-8700

Email: anthony.bonds@isd709.org

Did you have a Minnesota Department of Education (MDE) approved A&I plan implemented in the 2025–26 school year (SY)?

__x_ Yes ___ No

What year of your Achievement & Integration plan are you reporting on?

___ Year 1 (3-year plan spans July 1st, 2025 – June 30, 2028)
___ Year 2 (3-year plan spans July 1st, 2024 – June 30, 2027)
__x_ Year 3 (3-year plan spans July 1st, 2023 – June 30, 2026)

Did you have a Racially Identifiable School (RIS) in 2025–26 SY?

__x_ Yes ___ No

Provide the direct website link to the A&I materials:

https://www.isd709.org/academics/education-equity

Annual Public Meeting

School board annual public meeting to review progress on the Achievement and Integration plan for the 2025-26 SY:

December 2, 2026

2025–26 Achievement and Integration (A&I) Progress Report

Once they are approved by MDE, Achievement and Integration (A&I) plans are in effect for three years. At the end of the third year, the commissioner must determine if districts met each goal in their approved plans (Minn. Stat. § 124D.862, subd. 8).

In order to do this, each district is asked to provide information in this A&I progress report indicating whether or not each of their plan goals was on track or has been met. The information you submit will also be used to provide ongoing support for your A&I efforts.

Districts that don't meet plan goals after three years are to consult with the commissioner on improvement plans and use up to 20% of their annual A&I revenue to fund improvement strategies—strategies that will make it more likely for a district to meet their new A&I goals (Minn. Stat. § 124D.862, subd. 8).

Please ensure your Achievement and Integration leadership team collaborates when completing this report.

This progress report has two parts:

1. **Achievement and Integration**: Required for all districts that were implementing an MDE approved Achievement and Integration plan during the 2025–26 SY.

2. **Racially Identifiable School (RIS):** Required for districts that were implementing an MDE approved Achievement and Integration plan for Racially Identifiable Schools during the 2025–26 SY.

Please use this template as an internal tool to gather information. Responses should be submitted electronically. You can copy your responses from this template into the electronic form.

Year 3 Progress Report

(July 1, 2023–June 30, 2026)

Achievement and Integration Goal 1

Goal Statement	Achievement, Integration, or Teacher Equity Goal?	Baseline	Actual Result (2025–26 SY)	On Track?
By June 2026, increase the Consistent Attendance rates of the following Protected Class student groups enrolled in the Duluth Public Schools from 79.4% (2018-19 Baseline Data) to 82.4% in 2025-26.	Check one of the following: _x__ Achievement Goal ___ Integration Goal ___ Teacher Equity	Consistent Attendance rate of: Black students = 57.1% American Indian students = 58.4% (Baseline 2018-19)	The below data was extracted from the SIS (Infinite Campus). **(88.38% SIS Attendance Rate)** Black and American Indian students had Consistent Attendance (90% or more attendance) Breakdown of student groups Consistent Attendance: Black: (87.83%) American Indian: (88.94%)	**Check one of the following:** __X_ Goal Met ___ Goal Not Met

How do you know if you have met/not met your goal?

We ran the numbers for 25/26 from IC, and the number for the SIS attendance reported data for American Indian Students is 88.94%, Full Day Attendance rate is 70.79%, and Period Attendance Rate is 66.03%. For Black or African American students the SIS Reported Attendance rate is 87.83%, Full Day Attendance Rate is 64.36%, and Period Attendance Rate is 62.42%.

What strategies are in place to support this goal area?

Strategy #1: Integration Specialist
Strategy #2: Social Emotional Learning (SEL) Specialist
Strategy #4: Family Engagement Program

How well are you implementing your strategies? How do you know whether it is or is not helping you make progress toward your goal?

Strategy #1: Integration Specialist

This past school year, twelve full-time Integration Specialists reflected community diversity while supporting fifteen district sites, treatment centers, and juvenile facilities. Managing targeted rosters of up to 35 students through data-driven selection, specialists provided Tier 3 check-ins, monitored Personal Learning Plans, and delivered Tier 2/3 interventions during "WIN" time and after-school programs. By leading four annual school-wide cultural learning experiences, serving as home-school liaisons, and joining site leadership teams, specialists strengthened student engagement, family trust, and academic progress to help close achievement disparities.

Strategy #2: Social Emotional Learning (SEL) Specialist

During the past school year, the SEL Specialist advanced district-wide equity and resilience by guiding *Second Step* implementation and refining culturally responsive SEB MTSS frameworks. Based at Lowell Elementary, the Specialist delivered K–5 classroom SEL instruction, restorative conflict resolution, PBIS coaching, and crisis support. By collaborating with district equity teams and community partners like Kid's Closet and Second Harvest, they addressed attendance barriers for protected class students and connected families with essential resources, creating a safer, more supportive learning culture.

Strategy #4: Family Engagement Program

Last school year, the Office of Education Equity Family Engagement program united families, schools, and communities across elementary, middle, high, and residential sites. Delivering at least two sessions per semester per school, the program increased access to learning resources and fostered home habits that boost student achievement. By removing participation barriers through provided meals, childcare, and transportation, and by training staff via home visits and parent panels, the initiative deepened cultural understanding and built enduring family-school partnerships.

Achievement and Integration Goal 2

Goal Statement	**Achievement, Integration, or Teacher Equity Goal?**	**Baseline**	**Actual Result (2025–26 SY)**	**On Track?**
By June 2026, 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 2.10% (2021-22 Baseline Data) to 6.10% 2025-26.	Check one of the following: ___ Achievement Goal __x_ Integration Goal ___ Teacher Equity	2.10% (2021-22 Baseline Data)	The percentage of high school students enrolled in a CITS course who are American Indian or Two or more races with one being American Indian from the 25-26 school year is 2.06%.	**Check one of the following:** ___ Goal Met __X_ Goal Not Met

How do you know if you have met/not met your goal? What data have you used to identify needs in this goal area? How is this data disaggregated by student groups?

The data from Infinite Campus showed 2.06% of the identified students enrolled in CITS, which means we did not meet this goal.

What strategies are in place to support this goal area?

Strategy #6: Middle & High School Ojibwe Language Teacher/Coordinator

How do you know whether it is or is not helping you make progress toward your goal? How well are you implementing your strategies?

Over the past school year, the High School Ojibwe Language Teacher/Coordinator strategy successfully expanded access to Indigenous language instruction and dual-credit opportunities across grades 6–12. Operating through Academic Excellence Online High School, the position provided rigorous online instruction in Ojibwemowin 1 and 2, establishing the groundwork for Level 3 College in the Schools (CITS) courses through a partnership with Fond du Lac Tribal and Community College. This pathway enabled students to meet postsecondary world language requirements while increasing American Indian student enrollment in advanced, college-ready coursework.

To foster student interest and retention, the Coordinator delivered consistent weekly and bi-weekly "WIN" enrichment sessions across Ordean East and Lincoln Park Middle Schools, as well as Denfeld and East High Schools. Beyond direct

instruction, the Coordinator actively collaborated with school counselors on course promotion, assisted with registration, and led statewide marketing efforts to Indian Education programs to build sustainable enrollment. Additionally, the role challenged implicit bias surrounding Indigenous language validity and spearheaded district-wide Ojibwemowin translation signage. Through this combined approach of online instruction, middle-to-high school recruitment, and cultural visibility, the strategy deepened community engagement, promoted academic rigor, and enhanced cultural representation across the district.

Achievement and Integration Goal 3

Goal Statement	**Achievement, Integration, or Teacher Equity Goal?**	**Baseline**	**Actual Result (2025–26 SY)**	**On Track?**
By June 2026, increase the four-year graduation rates of the following Protected Class student groups enrolled in the Duluth Public Schools from 53.6% (2021-2022 Baseline Data) to 59.6% in 2025-26	Check one of the following: _x__ Achievement Goal ___ Integration Goal ___ Teacher Equity	53.6% (2021-2022 Baseline Data)	Overall for graduation year 2025 (reporting year 2026), there were 153 enrolled students identified as Black, Native American, or 2 or More Races eligible to graduate as measured by MN Dept of Ed Report Card. **88/153 (57.5%)** Black, American Indian, and Two or More Races students graduated in 4 years Breakdown of student groups graduation rate: Black: 18/35 (51.4%) American Indian: 38/73 (52.1%) Two or More Races: 32/45 (71.1%)	**Check one of the following:** ___ Goal Met _X__ Goal Not Met

How do you know if you have met/not met your goal?
Analysis of data extracted from MDE Report Card on 4 year graduation rates for 2025 (reporting year 2026) on protected status student groups: Black, American Indian, Two or More Races. Please see desegregated data above.

What strategies are in place to support this goal area?
Goal 3 Uses Goal 1 strategy #1: Integration Specialist
Goal 3 Uses Goal 1 strategy #4: Family Engagement Program

How well are you implementing your strategies? How do you know whether it is or is not helping you make progress toward your goal?

The deliberate alignment between **Strategy #1 (Integration Specialists)** and **Strategy #4 (Family Engagement)** created a powerful, culturally grounded support system that directly targeted key drivers of high school completion for Black,

American Indian, and Two or More Races students: attendance, academic credit attainment, positive adult connections, and strong family-school partnerships.

Targeted Individualized Mentorship (Strategy #1): Integration Specialists—reflecting the diversity of the student body—managed targeted caseloads of up to 35 students. Through weekly MTSS Tier 3 check-ins and quarterly monitored Personal Learning Plans (PLPs), specialists provided personalized academic tracking, attendance monitoring, and behavioral support to keep protected-status students on path for graduation.

Culturally Affirming & Career-Focused Programming (Strategy #1): Specialists facilitated dedicated "WIN" sessions and after-school opportunities focused on racial and cultural identity, leadership, and college/career exploration. Grounding student support in identity affirmation boosted daily attendance, deepened student-to-school connections, and raised postsecondary aspirations.

Removing Family Engagement Barriers (Strategy #4): Strategy #4 reinforced student-level interventions by bringing caregivers into the educational process. Delivering bi-semester sessions equipped with meals, childcare, and transportation eliminated participation barriers for racially diverse families. Simultaneously, staff training on home visits and parent panels deepened educator cultural responsiveness.

Together, pairing **culturally representative student mentoring** with **accessible family partnerships** mitigated chronic absenteeism, reduced achievement disparities, and strengthened the safety net necessary to elevate graduation rates for Black, American Indian, and Multiracial students.

Achievement and Integration Goal 4

Goal Statement	**Achievement, Integration, or Teacher Equity Goal?**	**Baseline**	**Actual Result (2025–26 SY)**	**On Track?**
By June 2026, increase the racial diversity of the District Staff by from 5.3% to 8.3% to more closely reflect the racial diversity of the Duluth community.	Check one of the following: __ Achievement Goal ___ Integration Goal _x__ Teacher Equity	5.3%	5.7% as of 25-26 .4% increase	**Check one of the following:** ___ Goal Met __x_ Goal Not Met

How do you know if you have met/not met your goal?
Skyward staff demographic list was pulled and calculated based on what employees select at their new hire appointment.

What data have you used to identify needs in this goal area? How is this data disaggregated by student groups?
Employee demographic data was used in calculating the percentage of staff of color in the 25-26 school year. As we track employee information, we have nothing to do with student groups.

What strategies are in place to support this goal area?
We partner with Careers in Government who pull our job postings and post them on eight (8) diversity websites to recruit for diverse teachers, paraprofessionals and other vital school district positions. We also post on MNSchoolJobs, CareerForce, a Minnesota DEED based employment agency, and social media platforms. We continue to partner with CareerForce in the Drive for 5 grant. Drive for 5 prioritizes training for populations that face the largest disparities in employment: people of color, people with disabilities, people who lack stable housing, and other people who face barriers

to family-sustaining employment. We have also continued to partner with DOLI, UofM and Brightworks to support the NXT GEN Teach Apprenticeship which aims to get people and current teachers licensing in the Special Education field.

Strategy #3: Recruitment & Retention

How well are you implementing your strategies? H*ow do you know whether it is or is not helping you make progress toward your goal?*
We meet monthly with our NXT GEN partners to discuss barriers and find solutions. We attend monthly career and job fairs at CareerForce. We are starting a partnership with Goodwill Industries to recruit for paraprofessionals and other vital school positions. We meet weekly with our Equity Director to look for opportunities or openings to partner with our community to get the word out that we are hiring.

Achievement and Integration Goal 5

Goal Statement	**Achievement, Integration, or Teacher Equity Goal?**	**Baseline**	**Actual Result (2025–26 SY)**	**On Track?**
By June 2026, train at least 132 certified staff in the areas of Cultural Responsiveness, Understanding & Addressing Racism, Implicit Bias, and/or Strategies to Close Achievement Gaps through quality on-going Professional Development offerings.	Check one of the following: __ Achievement Goal ___ Integration Goal _x__ Teacher Equity	None	Provide the result for the 2025–26 SY that directly ties back to the established goal.	**Check one of the following:** _X__ Goal Met ___ Goal Not Met

How do you know if you have met/not met your goal? What data have you used to identify needs in this goal area?
The CARE Academy was abandoned after the 2022/2023 school year in favor of *Cultural Competency: Navigating Duluth's Cultural Landscape.* The goal was 132 ISD709 Certified Staff were trained in the areas of Cultural Responsiveness, Understanding & Addressing Racism, Implicit Bias and/or Strategies to Close Achievement Gaps through quality on-going Professional Development. This goal was achieved across three Professional Development Days: Secondary Certified Staff received two ½ day training on November 3, 2025 and December 8, 2025. Elementary Certified Staff received a full day of training on March 2, 2026.

Based on attendance reports and staff reports from ISD709 Human Resources, an average of 248 Certified Secondary Staff attended the November and December Professional Development Days (the average taken from 261 attending on November 2, 2025 and 235 attending on December 8, 2025). 303 Elementary Certified Staff attended the March 2, 2026 Professional Development Day. The total ISD709 Certified Staff receiving the Cultural Competency Training was 551

What strategies are in place to support this goal area?
Strategy #5: Professional Development Program (Key indicators are based on *CARE Academy*, which was abandoned after the 2022/2023 school year) so use the information about the PD focus on culturally responsive practices

How well are you implementing your strategies and how do you know whether it is or is not helping you make progress toward your goal?
By pivoting from the *CARE Academy* model to *Cultural Competency: Navigating Duluth's Cultural Landscape*, the strategy was implemented with extreme efficiency and far exceeded expectations. Implementing these trainings on Professional Development Days significantly broadened staff access, enabling ISD709 to train 551 certified staff- achieving 417% of the target to train at least 132 certified staff well ahead of the June 2026 goal.

Integration

Narrative is required. 200-word limit.

The Office of Education Equity Family Engagement program is designed to bring staff, parents, caregivers, students and the community together for the benefit of student achievement. The model is designed for parents and caregivers to gain access to district, school, and classroom resources, increase communication with school staff, increase staff understanding of cultural differences, as well as foster educational learning environments at home that assist students in academic achievement in school.The focus of the Recruitment & Retention program is to assist in the racial diversification of our staff. This will be done through the following strategies: one session/quarterly for current Staff of Color to meet as an Affinity Group to discuss Climate dynamics and build a sense of community and networking for interested Staff of Color within the district (Retention); Provide Staff of Color with access to the Professional Development being offered each year; Provide additional support and resources for Staff of Color throughout a year (interracial conflict resolution, learning materials, presenters, trainings, etc.);The OEE Professional Development (PD) program will provide workshops, training, and resources for district staff designed to improve achievement of all students in the Duluth Public Schools and increase culturally responsive teaching and learning.

Year 3- Racially Identifiable Schools

School Name: Myers-Wilkins Elementary School

Achievement and Integration RIS Goal 1

Goal Statement	Achievement, Integration, or Teacher Equity Goal?	Baseline	Actual Result (2025- 26 SY)	On Track?
By June 2026, the proficiency of Protected Class students enrolled the full academic year for all grades tested within Myers-Wilkins Elementary School on all state Reading accountability tests (MCA) will increase from 13.7% (2021-22 Baseline Data) to 19.7% in 2025-26.	Check one of the following: __x_ Achievement Goal ___ Integration Goal ___ Teacher Equity	13.7% (2021-22 Baseline Data)	Overall for 2025/2026, there were 99 enrolled students identified as Black, Native American, or 2 or More Races in Myers-Wilkins English programming. **24/99 (24.2%)** Black, American Indian, and Two or More Races students scored in the Meets or Advanced proficiency range on 2026 Reading MCA IV Breakdown of student groups: Black: 9/39 (23.1%) American Indian: 12/47 (25.5%) Two or More Races: 3/13 (23.1%)	Check **one** of the following: __X_ Goal Met ___ Goal Not Met

How do you know if you have met/not met your goal? What data have you used to identify needs in this goal area? How is this data disaggregated by student groups?
We know we met the goal from an analysis of 2026 MCA data

What strategies are in place to support this goal area? How well are you implementing your strategies and how do you know whether it is or is not helping you make progress toward your goal?

Reading Interventionists RIS Strategy #1:
Myers-Wilkins deployed two full-time, specialized Reading Interventionists to deliver targeted Tier 2 (Strategic) and Tier 3 (Intensive) literacy interventions to K–5 students identified through FastBridge screening. Interventionists integrated culturally responsive teaching practices alongside evidence-based literacy methods to validate the cultural and racial identities of participating students. Regular data-based decision-making cycles were maintained between interventionists, classroom teachers, and building leadership. Implementation fidelity was formally monitored using a literacy walk-through tool.

Intervention Materials RIS Strategy #9
Myers-Wilkins expanded classroom and resource room libraries with high-interest, leveled texts and manipulative materials designed to accelerate reading growth. Text acquisition was guided by the MTSS Curriculum and Instruction Coordinator in consultation with certified teachers and Office of Equity Director. This ensured selected reading intervention materials reflected diverse racial perspectives and served as both mirrors and windows for historically underserved student populations. An annual inventory and evaluation report detailing the acquisition and instructional application of these supplemental reading intervention materials is maintained at and by Myers-Wilkins reading

intervention teachers.

Achievement and Integration RIS Goal 2

Goal Statement	Achievement, Integration, or Teacher Equity Goal?	Baseline	Actual Result (2025- 26 SY)	On Track?
By June 2026, the proficiency of Protected Class students enrolled the full academic year for all grades tested within Myers-Wilkins Elementary School on all state Mathematics accountability tests (MCA) will increase from 6% (2021-22 Baseline Data) to 12% in 2025-26.	Check one of the following: _X_ Achievement Goal ___ Integration Goal ___ Teacher Equity	6% (2021-22 Baseline Data)	Overall for 2025/2026, there were 99 enrolled students identified as Black, Native American, or 2 or More Races in Myers-Wilkins English programming. **12/99 (12.1%)** Black, American Indian, and Two or More Races students scored in the Meets or Advanced proficiency range on 2026 Reading MCA IV Breakdown of student groups: Black: 8/39 (20.5%) American Indian: 3/47 (6.4%) Two or More Races: 1/13 (7.7%)	Check **one** of the following: _X__ Goal Met ___ Goal Not Met

How do you know if you have met/not met your goal? What data have you used to identify needs in this goal area? How is this data disaggregated by student groups?

We know we met the goal from an analysis of 2026 MCA data

What strategies are in place to support this goal area? How well are you implementing your strategies and how do you know whether it is or is not helping you make progress toward your goal?

Math Interventionist RIS Strategy #6

Over the past school year, the coordinated implementation of Strategy #6 (Math Interventionist) and Strategy #9 (Intervention Materials) served as the instructional foundation at Myers-Wilkins Elementary to advance protected-class student performance toward the 12% MCA Math proficiency target. By pairing specialized instructional expertise with high-quality, culturally affirming curricular tools, the school addressed foundational skill deficits within a structured MTSS framework. The Math Interventionist delivered focused Tier 2 instruction to K–5 students identified within the "Strategic" and "Intensive" bands on benchmark assessments. Utilizing FastBridge progress monitoring, the specialist collaborated with classroom teachers to analyze student performance and adjust interventions in real time, directly driving toward the annual 2% growth target for Black, American Indian, and Multiracial learners.

Intervention Materials RIS Strategy #9

Supplemental intervention materials were selected and deployed to validate students' racial and cultural identities while teaching essential mathematical concepts. These tools provided differentiated pathways for conceptual understanding and multi-sensory practice, ensuring students received rigorous, standards-aligned remediation without sacrificing cultural relevance. The interventionist documented evidence-based strategies through Practice Profiles shared with district and building leadership. This accountability ensured that intervention materials were implemented with high fidelity, creating seamless alignment between pull-out interventions, small-group work, and general classroom Tier 1

instruction.

Achievement and Integration RIS Goal 3

Goal Statement	Achievement, Integration, or Teacher Equity Goal?	Baseline	Actual Result (2025- 26 SY)	On Track?
By June 2026, increase the Consistent Attendance rates of Protected Class students enrolled at Myers-Wilkins Elementary from 55.5% (2018-19 Baseline Data) to 61.5% in 2025-26.	Check one of the following: __x_ Achievement Goal ___ Integration Goal ___ Teacher Equity	55.5% (2018-19 Baseline Data)	Overall for 2025/2026, there were 220 enrolled students identified as Black, Native American, or 2 or More Races in Myers-Wilkins as measured by EduClimber, Duluth's data visualization tool. **108/220 (49.1%)** Black, American Indian, and Two or More Races students had Consistent Attendance (90% or more attendance) Breakdown of student groups Consistent Attendance: Black: 40/75 (53.3%) American Indian: 39/102 (38.2%) Two or More Races: 29/43 (67.4%)	Check **one** of the following: ___ Goal Met __X_ Goal Not Met

How do you know if you have met/not met your goal? What data have you used to identify needs in this goal area? How is this data disaggregated by student groups?

The 2025/2026 Consistent Attendance rate of 90% or more for Black, American Indian, and Two or More students was extracted from Educlimber.

What strategies are in place to support this goal area? How well are you implementing your strategies and how do you know whether it is or is not helping you make progress toward your goal?

Social Emotional Learning (SEL) Specialist RIS Strategy #7

The SEL Specialist directed multi-tiered social-emotional and behavioral supports across the building. Universal (Tier 1) push-in lessons and restorative conflict resolution practices were delivered in K–5 classrooms to establish safe, welcoming learning environments. Targeted Tier 2 supports included small-group counseling, individual check-in/check-out routines, and sensory/movement break options. Tier 3 crisis intervention and coordination with co-located mental health providers were provided as intensive needs arose. The specialist utilized culturally responsive methods to affirm student racial and cultural identity. At the end of May, annual stakeholder engagement surveys were administered to evaluate lesson and activity relevance across students and staff.

Kindergarten Instructional Assistants RIS Strategy #10

Two full-time Instructional Assistants were embedded across the three kindergarten classrooms to build positive daily attendance routines and bridge gaps in preschool access and kindergarten readiness. Utilizing data-driven decision-making within the MTSS framework, assistants delivered small-group, culturally affirming early literacy and school readiness interventions. Progress was monitored across Fall, Winter, and Spring using FastBridge/CBM benchmarks. Formal Kindergarten Literacy Reports were submitted on schedule to building leadership.

After-School and Summer Programming RIS Strategy #4

Organized in partnership with the Myers-Wilkins Community School Collaborative (MWCSC), extended-day and summer

programming provided culturally responsive, safe, and academically enriching environments. These experiences were intentionally designed to enhance school pride, belonging, and day-school attendance. Protected Class student participation mirrored the overall building demographic profile. To ensure fidelity and evaluate outcomes, semester reports detailing program offerings and disaggregated attendance records were delivered to the principal and the Director of Advancing Equity.

Site Enrichment Coordinator and Young Scholars Program Facilitator RIS Strategy #11

The Site Enrichment Coordinator and Young Scholars Facilitator implemented the Young Scholars model to spot, nurture, and affirm academic potential among historically underserved students. By engaging Protected Class learners in rigorous critical thinking, problem-solving, and advanced enrichment cohorts during the school day, the program fostered academic self-confidence and school connectedness—critical drivers of consistent attendance. The facilitator worked alongside classroom teachers to infuse culturally sustaining, high-interest curriculum into classrooms, while providing targeted pull-out and push-in enrichment clusters to ensure students remained motivated and connected to the school community.

Achievement and Integration RIS Goal 4

Goal Statement	**Achievement, Integration, or Teacher Equity Goal?**	**Baseline**	**Actual Result (2025- 26 SY)**	**On Track?**
By June 2026, decrease the percentage of Protected Class students in grades K-5 enrolled at Myers-Wilkins Elementary from 58.7% in 2021-22 to 52.7% in 2025-26.	Check one of the following: ___ Achievement Goal _x__ Integration Goal ___ Teacher Equity	58.7% in 2021-22	Overall for 2025/2026, there were 453 enrolled students at Myers-Wilkins Elementary, which is the RIS, as measured by EduClimber, Duluth's data visualization tool. **247/453 (54.5%) were Protected Class students (**Black, American Indian, Two or More Races, Hispanic) Breakdown of student groups by enrollment: Black: 16.6% American Indian:22.5% Two or More Races: 9.5% Hispanic: 6%	Check **one** of the following: ___ Goal Met __X_ Goal Not Met

How do you know if you have met/not met your goal? What data have you used to identify needs in this goal area? How is this data disaggregated by student groups?

We know this was not met due to an analysis of the 2025/2026 demographic data extracted from Educlimber.

What strategies are in place to support this goal area? How well are you implementing your strategies? How do you know whether it is or is not helping you make progress toward your goal?

Ojibwe Immersion Classroom Assistants RIS Strategy #2

Immersion Classroom Assistants provided essential instructional and cultural support within the *Misaabekong* Ojibwe Language Immersion classrooms at Lowell Elementary. This strategy honored community demand from American Indian families in Duluth—particularly those in the Myers-Wilkins attendance boundary, which has the district's highest

concentration of American Indian students.

In-school Learning Opportunities and Field Trips RIS Strategy #3
Myers-Wilkins expanded hands-on, community-connected experiences to build cultural identity, racial pride, and school engagement. Students participated in experiential trips to regional nature and science learning centers, while community partners and cultural knowledge keepers were brought directly into K–5 classrooms. Evening Family Nights were hosted to connect classroom content with home learning. To eliminate participation barriers for protected-class and low-income families, all events were free of charge with district-provided transportation. The Site Enrichment Coordinator submitted an annual comprehensive summary report of all field trips, guest learning centers, and Family Nights to the Office of Educational Equity (OEE).

Equitable Enrollment Option Transportation RIS Strategy #8
Dedicated bus transportation routes were maintained between the Myers-Wilkins and Lowell attendance areas for the first couple years of this 3 year plan. Priority transfer status was granted to Protected Class students in the Myers-Wilkins boundary choosing to attend Lowell, while also providing transportation for White, Non-FRP families residing in the Lowell boundary who elected to attend Myers-Wilkins. However, this strategy has been grandfathered due to actual participation causing the exact opposite impact with more White students moving from Myers-Wilkins to Lowell and more Protected Class students moving from Lowell to Myers-Wilkins. This was actually causing more concentration and segregation.

Achievement and Integration RIS Goal 5

Goal Statement	**Achievement, Integration, or Teacher Equity Goal?**	**Baseline**	**Actual Result (2025- 26 SY)**	**On Track?**
By June 2026, 80% of the RIS certified staff will participate annually in quality on-going Professional Development offerings in the areas of Cultural Responsiveness, Understanding & Addressing Racism, Implicit Bias, and/or Strategies to Close Achievement Gaps through quality on-going Professional Development offerings.	Check one of the following: ___ Achievement Goal ___ Integration Goal _x__ Teacher Equity		Provide the result for the 2025-26 SY that directly ties back to the established goal.	Check **one** of the following: __X_ Goal Met ___ Goal Not Met

How do you know if you have met/not met your goal? What data have you used to identify needs in this goal area? How is this data disaggregated by student groups?

Based on attendance reports and staff reports from ISD709 Human Resources, of the 56 Certified Myers-Wilkins Elementary Staff, 54 were in attendance on the March 2, 2026 Professional Development Day. During the March 2, 2026 Professional Development Day the Certified Elementary Staff received a full day training in Cultural Competency. That is a 96% attendance rate. We did achieve this goal.

What strategies are in place to support this goal area? How well are you implementing your strategies? How do you know whether it is or is not helping you make progress toward your goal?

RIS Professional Development RIS Strategy #5
By providing targeted workshops focused on Culturally Responsive Practices, Culturally Responsive Instruction, and Racial Identity Development, the initiative equipped educators to better recognize implicit bias, adjust grading practices, and transform day-to-day curriculum. Accountability and actionable follow-through served as core strengths of this strategy. This intentional focus on adult learning strengthened cultural fluency and competency across the building, increased student access to culturally responsive instruction, and established the instructional conditions necessary to close racial and economic achievement disparities for protected-class learners.

Integration

Narrative is required. 200-word limit.

Please summarize the impact of the integration strategies you implemented with your partnering RIS site(s) and non-RIS site(s) during the 2025–26 school year. Also, consider ways that your A&I plan strategies have increased integration within your RIS site(s). *Only 1 RIS integration narrative is needed regardless of the number of RIS sites.*
Type response here

During the 2025–26 school year, Myers-Wilkins Elementary targeted RIS Goals by coordinating multi-tiered academic interventions, social-emotional learning, and culturally responsive family partnerships to accelerate achievement for protected-class students: Black, American Indian, and Two or More Races learners.

To drive reading and math proficiency (Goals 1 & 2), dedicated Interventionists delivered focused Tier 2 and 3 instruction to K–5 students identified within strategic and intensive MTSS bands. Utilizing culturally affirming intervention materials and FastBridge progress monitoring, specialists targeted annual gains, bridging foundational skill gaps while aligning pull-out interventions with classroom instruction.

Simultaneously, Integration Specialists, SEL Specialists, and the Family Engagement program targeted holistic student stability, attendance, and long-term graduation pathways (Goals 3 & 4). Specialists facilitated weekly Tier 3 check-ins and identity affirmation sessions, while implementing *Second Step* and restorative conflict resolution to foster belonging and reduce discipline disparities. Extending this network, the Office of Education Equity provided barrier-free family sessions with meals, childcare, and transportation, directly addressing chronic absenteeism.

Duluth Public Schools

Committee of the Whole - Board Meeting

Achievement & Integration Plan

2025–26 Progress Report for Year 3 of 2023–2026 A & I Plan

November 2026

Lead Contact:
Anthony Bonds, Assistant Superintendent

Year 3: End of Year Report Completed By:
Curriculum, Instruction, and Assessment Team & Human Resources Dept

What is Achievement & Integration (A&I)?



Minnesota Statute § 124D.861

State-mandated program empowering Minnesota districts to pursue racial equity and school integration



Three-Year Plan Accountability

MDE evaluates outcome targets at the close of Year 3 to assess compliance and future revenue allocation



Statutory Reinvestment Rule

Districts missing targets must consult MDE and direct up to 20% of A&I funds to improvement strategies

Core Objectives:

Duluth Public Schools Achievement & Integration Plan 2023–2026

Academic Disparity Reduction

Close reading, math, and graduation gaps for Black, American Indian, and Two or More Races students

Equitable Access & Integration

Expand rigorous coursework, culturally affirming pathways, and reduce racial concentration

Staff Diversity & Cultural Fluency

Recruit educators of color and train certified staff in anti-racist, responsive practices

Barrier-Free Family Engagement

Provide food, childcare, and transport to build authentic partnerships between home and school

Year 3 Performance Summary:

2025–2026 Goal Attainment

District-Wide Goals (ISD 709) — 2 of 5 Met

Goal 1: Consistent Attendance	Met (88.4%)
Goal 2: CITS Rigorous Coursework	Not Met (2.06%)
Goal 3: 4-Year Graduation Rate	Not Met (57.5%)
Goal 4: Staff Racial Diversity	Not Met (5.7%)
Goal 5: Certified Staff Equity PD	Met (417%)

Myers-Wilkins Elementary (RIS) — 4 of 5 Met

RIS Goal 1: MCA Reading Proficiency	Met (24.2%)
RIS Goal 2: MCA Math Proficiency	Met (12.1%)
RIS Goal 3: Consistent Attendance	Not Met (49.1%)
RIS Goal 4: Desegregation / Enrollment	Met (52.4%)
RIS Goal 5: RIS Staff Cultural PD	Met (96.4%)

District-Wide Goals

DISTRICT GOALS: Goal 1 = MET

Protected Class Consistent Attendance Surpassed

88.4%

Combined Attendance Rate

Target was 82.4% (Baseline 79.4%)

Disaggregated Student Consistent Attendance Rates

American Indian Students = **88.9%**
Black Students = **87.8%**

Integration Specialist Intervention

12 full-time integration specialists managed rosters of 35 students with Tier 3 check-ins across 15 sites

Family Engagement Support

Bi-semester sessions removed participation barriers by providing free meals, childcare, and transportation

DISTRICT GOALS: Goal 2 = NOT MET / Goal 3 = NOT MET

Advanced Coursework & Graduation Outcomes

Goal 2: CITS Enrollment

Target: 6.1%

2.06%

Actual 2025–2026 enrollment of American Indian and Two or More Races students in College in the Schools courses

Strategy: Dual-credit Ojibwemowin through Fond du Lac Tribal & Community College.

Goal 3: 4–Year Graduation

Target: 59.6%

57.5%

88 / 153 eligible identified student groups graduated on time with a gain of + 3.9% over 53.6% baseline

Two or More Races = 71.1%
American Indian = 52.1%
Black students = 51.4%

Staff Diversity Initiatives & Training Impact

Goal 4: Staff Diversity

Target: 8.3%

5.7%

Modest gain from 5.3% baseline (+0.4%)

Key Pipelines: Careers in Government diversity distribution, Drive for 5 grant, and NXT GEN Teach Special Ed apprenticeship.

Goal 5: Cultural PD

Target: 132 Staff

551

417% of target certified staff trained

Strategic Pivot: Transitioned to *Navigating Duluth's Cultural Landscape* across full district PD days (248 secondary staff, 303 elementary staff).

Racially Identifiable School (RIS) Goals:

Myers-Wilkins Elementary



RIS GOALS: Goal 1 = MET / Goal 2 = MET

Myers-Wilkins Academic Proficiency Success

MCA Reading Proficiency

Goal Met

24.2%

Exceeded 19.7% Target (Baseline 13.7%)

Two full-time reading interventionist providing Tier 2 & 3 interventions

MCA Math Proficiency

Goal Met

12.1%

Achieved 12.0% Target (Baseline 6.0%)

Math interventionist delivering focused skill remediation and high leverage practices

RIS GOALS: 3 = NOT MET

Myers-Wilkins Attendance

Goal 3: Consistent Attendance

Target: 61.5%

49.1%

108 / 220 identified students achieved ≥90% attendance

Two or More Races: 67.4%
Black: 53.3%
American Indian: 38.2%

RIS GOALS 4 • MET

Myers-Wilkins Concentration

Goal 4: Racial Concentration

Target: 52.7%

52.4%

Black, American Indian, and Two or More Races student enrollment dropped from 58.7% (baseline) to 52.4%, which meant this goal was achieved

Moving 6 sections of Spanish Immersion from Lowell Elementary to Myers-Wilkins assisted in achieving this goal

RIS GOALS: Goal 5

Myers-Wilkins Professional Learning & Integration

96.4%

RIS Certified Staff Trained

54 of 56 Certified Staff Participated

Curricular Transformation
Training centered on anti-racist instructional adjustments, grading practices, and cultural fluency

Misaabekong Immersion Support
Classroom assistants supported indigenous immersion language program

Barrier-Free Enrichment
All field trips, cultural learning events, and family nights provided with free district transportation

2026–2029

Duluth Public Schools

Achievement & Integration Plan Goals

2026–2029 A&I Plan

District Goals:

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 #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 #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 #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 #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.

2026–2029 A&I Plan

Racially Identified School (MW) 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.

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.

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.

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.

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.

COW Agenda Cover Sheet

Meeting Date: November 12, 2026

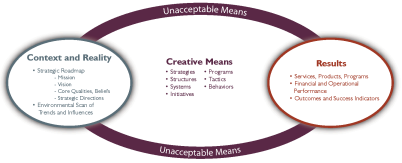
Topic: Post referendum budget reduction numbers and the 2027-28 budget reduction guiding change document

Presenter(s): John Magas and Simone Zunich

Attachment:

Brief Summary of Presentation or Topic (no more than a few sentences):
This presentation provides an overview of the updated post-referendum budget reduction figures and introduces the guiding change document for the 2027-28 budget reductions.

This Requires School Board Approval :
Eventual approval of district budget.



Focus Statement: Achieving necessary budget adjustments while aligning resources to the district priorities and positioning us to make effective decisions now and into the future.

Reality "The Why"	Parameters "The How"	Results "The What"

• Increased insurance, labor, transportation, and inflation costs
• Insufficient state and federal funding to meet special education needs
• Unfunded legislative mandates that require use of district funds:
  ○ Required curriculum and assessment resources
  ○ Unemployment and paid leave
  ○ Food reimbursement
• Current conservative projected deficits for FY28 $5M in addition to estimated reduction of $1.7M in Compensatory Education and reductions in Special Education funding.
• Proximity to reaching Statutory Operating Debt
	• Continued alignment of funding and operations to district priorities to the degree possible:
	  ○ Support student needs throughout the district
	  ○ Advance equity efforts throughout the district
	  ○ Improve systems throughout the district with a focus on streamlining costs
	• Follow laws, policies, regulations & contracts
	• Attempt to avoid going into Statutory Operating Debt
	• Prevent additional fund balance depletion
	• Attempt to support identified November 2023 referendum commitments given our current financial reality
	  ○ Address academic, social emotional and mental health support priorities
	  ○ Restructure and improve high school schedule
	• Develop reduction and realignment options with representative input
	• Make decisions with proper or sufficient data
	• Proposed solutions will prioritize the success of the entire district over individual, departmental or site-specific preferences
		• Balanced budget for 2027-2028
		• Utilize a transparent and engaging process for budget reductions and reallocations for FY28
		• Prioritize and protect student needs as much as possible
		• Examine all legacy practices and personal interests with a lens of fiscal accountability
		• Protects school district's fiscal health by continually seeking efficiencies and identifying new sources of funding, such as grants and investment opportunities

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, November 9, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

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PMA Securities part of:

PTMA FINANCIAL SOLUTIONS

ISD 709
DULUTH PUBLIC SCHOOLS

FY 27 AID ANTICIPATION CERTIFICATES

November 17, 2026

Michael Hart
Vice President, Managing Director
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612-509-2569

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CASH FLOW PROJECTION SUMMARY

- Date of First Negative Cash Position = 1/27/2027

- Minimum Cash Position = Negative $21,907,000 on 2/25/2027

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RECOMMENDED BORROWING VEHICLE

- Type: Aid Anticipation Certificates
- State Statute 126C.50 & 126C.56
- Borrowing against future State Aid
- Limited to 75% of future State Aid in current Fiscal Year
- Must be paid back by September 30th of next Fiscal Year

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RECOMMENDED BORROWING TERMS

- Type: Aid Anticipation Certificates
- Size: $27,000,000
- Dated Date: December 29, 2026
- Maturity Date: September 30, 2027
- Type of Sale: Negotiated with Baird as Underwriter
- Costs
- Estimated Costs = $904,700*
  (Includes all Interest and Fees)

*The interest earned on the funds where they are not needed throughout the year may offset some of the interest cost

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BOND RESOLUTION

Prepared by Fryberger, Buchanan, Smith & Frederick, P.A.

<u>Authorizes the Following:</u>

- Authority given to the Superintendent or Executive Director of Business Services AND a School Board Officer to execute the documents to complete the bond sale if:

- The True Interest Cost does not exceed 5.00%
- Maximum amount of $27,000,000
- Authorization to participate in Credit Enhancement Program
- Is executed prior to June 30, 2027

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CALENDAR

November 2026						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Board Action Dates

Est. Bond Pricing Date

Bond Closing

Date	Action Item
November 17, 2026	Board Considers Resolution
By November 30, 2026	POS released to Underwriter
December 8, 2026	Certificate Pricing (Interest Rates locked)
December 29, 2026	Certificate Closing

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CONTACT US



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The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

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Approved

Duluth
Public Schools

709 Portia Johnson Drive
Duluth, MN 55811
www.isd709.org

October 26, 2026

Ms. Tracy Gann-Olehy
Minnesota Department of Education
Finance and Analysis Division
1500 Highway 36 West
Roseville, MN 55113-4266

Dear Ms. Gann-Olehy

This letter is to inform you that District No. 709, Duluth Public Schools, Minnesota is considering the issuance of Aid Anticipation Certificates in the amount of $27,000,000 which would close in December 2026. In order to determine our maximum borrowing amount, please send us an estimate of our District's remaining aid payments for FY27. The District is expecting to price the issue in early December 2026.

Please send a copy of our estimated aid payments to:

Simone Zunich
Duluth ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

AND

Michael Hart
PMA Securities, LLC
5298 Kyler Ave NE, 2nd Floor
Albertville, MN 55301

Sincerely,

Simone Zunich
Executive Director of Business Services

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PMA®
Part of PTMA Financial Solutions

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the "Agreement") is made and entered into by and between Independent School District No. 709 (Duluth), St. Louis County, Minnesota ("Issuer") and PMA Securities, LLC ("PMA") effective as of October 26, 2026 (the "Effective Date"). The Issuer and PMA collectively constitute the "Parties" hereunder.

WITNESSETH:

WHEREAS, the Issuer intends to issue $27,000,000* General Obligation Aid Anticipation Certificates of Indebtedness, Series 2026B (the "Securities") for short term cash flow needs and in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain a Municipal Advisor to advise the Issuer regarding the issuance of the Securities;

WHEREAS, PMA is willing to provide its professional services and its facilities as Municipal Advisor in connection with the Securities as may be considered and authorized by the Issuer during the period in which this Agreement shall be effective;

WHEREAS, the Issuer is a municipal entity and the Securities are municipal securities as defined by the Securities Exchange Act of 1934 and the rules of the Municipal Securities Rulemaking Board ("MSRB");

WHEREAS, PMA is registered as a municipal advisor with the U.S. Securities Exchange Commission ("SEC") and the MSRB and thus, may provide municipal advisor services to a municipal entity such as the Issuer, including advice with respect to the issuance of municipal securities; and

WHEREAS, the Municipal Advisory services described herein are provided by PMA exclusively as a Municipal Advisor as described under MSRB Rule G-3(d).

NOW, THEREFORE, the Issuer and PMA, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I
SCOPE OF SERVICES

Upon the request of an authorized representative of the Issuer, PMA agrees to perform the Municipal Advisory services (hereinafter "Services" or "Scope of Services") stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay PMA the compensation as provided in Section VI hereof. The Scope of Services to be performed in connection with the issuance of the Securities are only those listed below.

A. Financial Planning. At the direction of the Issuer, PMA shall:

1. Analysis. Conduct an analysis of the financial resources of the Issuer to determine the extent of its capacity to issue and service the Securities contemplated. This analysis will include reviews of initial cash flows as compared with the estimated receipts of revenues which are pledged to secure payment of debt service.

2. Terms. Advise the Issuer on recommendations regarding the Securities under consideration, including the date of issue, maturity date(s), options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while

*Preliminary, subject to change, and reflects the current estimated par amount.

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achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Securities to be sold on terms that are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.

3. Market Conditions. Advise the Issuer of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Securities may be set at a favorable time.

B. Debt Management and Financial Implementation.

1. Method of Sale. The Issuer has indicated that it has engaged or intends to engage Robert W. Baird & Co. Incorporated as the underwriter for the purpose of negotiating the purchase of the Securities. The Issuer agrees that it has not engaged PMA to make a recommendation regarding the method of sale or the selection of the underwriter, and therefore acknowledges that PMA will not be providing such services under this agreement. The Issuer understands in making this election that, as a Municipal Advisor, PMA typically evaluates the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation for the method of sale. If PMA was engaged to make a recommendation on the method of sale, a competitive sale may be recommended. If a negotiated sale was recommended, PMA would make a recommendation for the Issuer's formal approval and acceptance of one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Securities. As a result of PMA not performing these services, the Issuer may incur a higher cost of financing for the Securities than would otherwise be the case. In keeping with the provisions of MSRB Rule G-23, PMA will not participate in an underwriting syndicate in connection with the negotiated purchase of the Securities.

   a. In a negotiated sale PMA will perform the following services:

      (1) PMA will cooperate with and assist the underwriter and/or disclosure counsel in the preperation of a bond purchase contract and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriter, but shall not be or become an obligation of PMA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by PMA.

      (2) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any, and provide a cost comparison, for both expenses and interest which are suggested by the underwriter, to the then current market.

      (3) Advise the Issuer as to the fairness of the underwriter's pricing and the proposed underwriter's compensation, unless the underwriter's compensation was previously agreed to by the Issuer through direct negotiation with the underwriter.

2. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested and at all times when PMA may be of assistance or service and the subject matter is related to the Securities.

3. Review of Third Party Recommendations. Review of a recommendation of another party if requested by the Issuer and the request is within the Scope of Services. PMA will determine, based on the information obtained through reasonable diligence, whether the municipal securities transaction or

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municipal financial product is or is not suitable for the Issuer. In addition, PMA will inform the Issuer of:

(1) PMA's evaluation of the material risks, potential benefits, structure and other characteristics of the recommended municipal securities transaction or municipal financial product;

(2) The basis upon which PMA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Issuer; and

(3) Whether PMA has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Issuer's objectives.

4. Offering Documents. Draft the preliminary and final Official Statements, Offering Memoranda or Term Sheets ("Offering Documents") based on information provided by the Issuer as well as information derived from other sources. The information contained in the Offering Documents will be derived from the sources stated or, if not otherwise sourced, from the Issuer. PMA makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Offering Document, and its assistance in preparing the Offering Document should not be construed as a representation that it has independently verified such information. The Issuer will be expected to examine, approve and make certifications with respect to the information in the Offering Documents in accordance with its obligations under the federal securities laws.

(1) In a competitive sale, PMA will coordinate the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification.

(2) PMA will electronically distribute the Offering Documents.

(3) Some of the data collected may require a fee, such as overlapping debt or an auditor's certificate. Upon the request of an authorized representative of the Issuer, any fees for data will be sent to the Issuer for prior approval.

(4) As needed for Offering Documents disclosure purposes, PMA will file reportable event notices and other information to the MSRB's Electronic Municipal Market Access ("EMMA") as directed by the Issuer.

5. Credit Ratings and Insurance. Make recommendations to the Issuer as to the advisability of obtaining a credit rating and/or insurance for the Securities. Where insurance for the Securities is advised, PMA will request bids from insurance agencies. When directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency and/or insurance agencies. If PMA's advice includes personal presentation of information to the rating agency and/or insurance agencies, PMA will arrange for such personal presentations by the Issuer's representatives.

6. Trustee, Paying Agent, Registrar. Assist the Issuer in the selection of a trustee and/or paying agent/registrar for the Securities and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

7. Escrow Bidding Agent, Escrow Agent, Verification Agent. Assist the Issuer in the selection of an escrow bidding agent, an escrow agent and/or a verification agent for the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto, if needed.

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8. Financial Publications. Advise financial publications of the forthcoming sale of the Securities and provide them with all pertinent information, when appropriate. Upon request, PMA will coordinate the publication of legal notices when required by law for the issuance of the Securities.

9. Consultants. Arrange for reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto.

10. Legal Counsel. Maintain liaison with bond counsel, disclosure counsel and local counsel, if any, in the preparation of legal documents pertaining to the authorization, sale and issuance of the Securities.

11. Delivery of the Securities. Coordinate the efforts of the working group for the Securities, which typically includes the Issuer, underwriter, bond counsel, and other counsel, as applicable, rating agency, bond registrar, paying agent, and any other third party engaged by the Issuer, as soon as a bid for the Securities is accepted by the Issuer, so that the Securities may be delivered and paid for as expeditiously as possible. Assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Securities.

C. Services Not Related to an Issuance of Municipal Securities. If requested by the Issuer, PMA will perform the services following this paragraph for the Issuer, with respect to the Securities, with no additional compensation required. This Agreement hereby terminates any prior Municipal Advisory Agreement or Municipal Advisory Engagement Letter for the provision of the following services:

1. Rating surveillance preparation;

2. Debt summary and debt book updates;

3. Educational presentations to the Issuer's governing body, community and/or staff;

4. Review paying agent/DTC invoices for accuracy;

5. Review and provide advice related to a bond levy;

6. Advise the Issuer of filings related to tax credit bonds and the need to approve abatement resolutions and debt service extension base modification resolutions;

7. Assist with filing debt-related documents with other government entities, such as the state;

8. Assist with FOIA-related documentation and questions; and

9. Assist with post-issuance compliance per the rules of the Internal Revenue Service ("IRS").

D. Limitations on Services. The Services are subject to the following limitations:

1. The Services are limited solely to the services described herein and are subject to any limitations set forth within the Scope of Services.

2. PMA is not responsible for making a recommendation regarding the method of sale or the selection of the underwriter.

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3. PMA is not responsible for certifying as to the accuracy or completeness (including the accuracy or completeness of any description of the Issuer's compliance with its continuing disclosure obligations) of any preliminary or final Offering Documents, other than with respect to any information about PMA provided by PMA for inclusion in such documents.

4. The Services do not include tax, legal, accounting or engineering advice with respect to the Securities, services not related to an issuance of municipal securities (except as provided in Section I.C. above) or in connection with any opinion or certificate rendered by bond counsel or any other person at closing, and does not include review or advice on any feasibility study.

5. Unless requested by the Issuer, PMA will not negotiate fees or send out a request for proposal for legal services including issuer counsel, bond counsel or disclosure counsel.

6. Dissemination Agent services for continuing disclosure are not included under this Agreement except as provided under Section I.B.4.(4). Dissemination Agent services include, for example, annual financial information and annual financial statement filings to EMMA.

E. Amendment to Scope of Services. The Scope of Services may be amended as set forth in Section VIII.D. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Changes to the Scope of Services may result in an increased fee.

SECTION II
POTENTIAL BENEFITS & RISKS OF ISSUING THE SECURITIES

A. The potential benefits involved with issuing the Securities include, among other things:

1. Meeting the Issuer's Funding Needs. The Securities are being issued to meet the Issuer's stated funding needs.

2. Relative Low Cost of Financing. Municipal obligations, such as the Securities, generally offer a lower cost of financing than other available alternatives.

3. Ability to Lower Cost of Financing in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to lower the cost of financing with a future refinancing of the Securities.

4. Ability to Restructure Payments in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to restructure the repayment schedule with a future refinancing or defeasance of the Securities.

B. The potential risks involved with issuing the Securities include, among other things:

1. Interest Rate Risk. The Securities are issued at a fixed rate(s). If market interest rates decline subsequent to the sale of the Securities, the Issuer will not be able to take advantage of lower market interest rates for the Securities unless and until the Securities can be prepaid or refinanced.

2. Prepayment Risk. To the extent the Securities, or a portion of the Securities, are not subject to a prepayment provision, the Issuer cannot prepay the Securities prior to their maturity date(s).

3. Closing Risk. If the Securities fail to attract an appropriate purchaser, or fail to be delivered at closing, the Issuer will not receive proceeds from the Securities.

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4. Default Risk. If the Issuer fails to make the scheduled principal and/or interest payment(s) on the Securities in a timely manner, a default will occur, which negatively affects the Issuer's ability to get financing for other needs.

5. Tax Risk. If the opinion of bond counsel for the Securities identifies the Securities as tax-exempt or tax advantaged, and the IRS subsequently determines the Securities are taxable or ineligible for a tax credit, this determination could cause the IRS to change the designation of the Securities to taxable or to revoke the tax credits, resulting in potential adverse publicity, impairment of the Issuer's ability to issue municipal securities in the future, litigation from bondholders and others or a settlement agreement between the IRS and the Issuer resulting in a payment from the Issuer to the IRS to maintain the tax-exempt or tax advantaged status of the Securities. Potential causes of such a determination may include, but are not limited to the following: the Issuer does not spend the proceeds of the Securities in a timely manner, change in use of the project financed by the Securities and any other determination by the IRS that rules governing the issuance of tax-exempt obligations were violated.

6. Disclosure Risk. To the extent the SEC determines that a material fact was omitted from the Offering Documents or a material misstatement was made in the Offering Documents, the SEC could determine that the Issuer violated federal securities laws.

SECTION III
COOPERATION IN MEETING REGULATORY REQUIREMENTS

The Issuer acknowledges that PMA has regulatory duties as municipal advisor to the Issuer, and the Issuer agrees to cooperate, and to cause its agents to cooperate, in carrying out these regulatory duties, including providing complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have PMA provide advice with regard to any recommendation made by a third party in accordance with Section I.B.3, the Issuer will provide to PMA written direction to do so and any information it has received from such third party relating to its recommendation.

SECTION IV
TERM OF AGREEMENT

The terms of this Agreement are effective as of the Effective Date and shall remain in effect, unless earlier terminated by PMA or at the direction of the Issuer pursuant to the following section, until the closing of the Securities. For only the services (i.e. continuing services) set forth in Section I.C., this Agreement may be renewed for a maximum of three (3) years beyond the Effective Date of this Agreement or any amendment to this Agreement as set forth in Section VIII.D at the Issuer's request for PMA to perform such services.

SECTION V
TERMINATION

This Agreement may be terminated with or without cause by the Issuer upon prior written notice to PMA or by PMA upon at least thirty (30) days' prior written notice to the Issuer of the Party's intention to terminate, specifying in such notice the effective date of such termination. In the event the termination occurs before the Securities close, it is understood and agreed that no amounts are due to PMA for services provided or expenses incurred, unless otherwise stated in Section VI below. No penalty will be assessed for termination of this Agreement. The provisions of Section VII.B. shall survive any termination of this Agreement pursuant to this Section V or the expiration of the term of this Agreement pursuant to Section IV.

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SECTION VI
COMPENSATION AND EXPENSE REIMBURSEMENT

A. Compensation. The fees due to PMA for the Scope of Services set forth and described in Section I of this Agreement shall be $1.25 per $1,000 of par amount. Such fees, for which PMA is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Securities to the purchaser. No fee shall be due from the Issuer to PMA unless the Securities close.

For example, for an issuance of Securities with a par amount and par amount of $27,000,000, the fees due to PMA for the Scope of Services set forth and described in Section I of this Agreement would be $33,750, which calculates to $1.25 per $1,000.

As set forth in PMA's *Municipal Advisor Disclosure Statement*, PMA notes that this Agreement may involve contingent based compensation subject to compensation based conflict. Also, we note how it relates to different structures or scenarios. For example, recommending a multi-issuance strategy versus a single issuance strategy could result in additional compensation for PMA and the application of minimum fees, if any. However, this recommendation would be made only if the benefits exceed the costs. Such benefits could include bank qualification, reduced negative arbitrage in the investment of bond proceeds and meeting the financial goals of the Issuer. Also, the additional compensation would be paid over time, subject to the retention of PMA for subsequent issuances.

B. Issuer Expenses.

1. Customary fees and expenses incident to a sale are payable by the Issuer. These fees and expenses, depending upon the final structure, can include fees for underwriter(s), bond counsel, local counsel, disclosure counsel, rating agency, insurance premium, trustee/paying agency, competitive sale auction platform, escrow bidding agent and verification agent.

2. Customary fees and expenses incident to the preparation of the Offering Documents, such as overlapping debt and auditor's certificates, are payable by the Issuer. In the event PMA must pay these fees and expenses before the Securities close, the Issuer will be responsible for reimbursing PMA for the pre-paid fees and expenses.

SECTION VII
DISCLOSURES

A. Disclosures. The *Municipal Advisor Disclosure Statement*, and each delivery thereof, as provided from time to time, shall be incorporated by reference into this Agreement as of the date thereof to the same extent as if set forth herein. As set forth in the *Municipal Advisor Disclosure Statement*, PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, PMA generally provides fixed income brokerage services and public finance services to institutional clients, including Municipal Advisory services and advice with respect to the investment of proceeds of municipal securities. PMA is affiliated with PMA Financial Network, LLC, a financial services provider, and PMA Asset Management, LLC, an investment adviser registered with the SEC (the "Advisory Affiliate"). These entities operate under common ownership with the Firm and are referred to in this disclosure as the "Affiliates." Each of these Affiliates also provides services to municipal entity clients. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated companies.

PMA's duties, responsibilities, and fees arise from that as a municipal advisor to the Issuer in connection with the issuance of the Securities. PMA receives additional fees for the services used by the Issuer, if any,

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described in the paragraph above. The fees for these services arise from separate agreements with the Issuer and with institutions of which the Issuer may be a member.

Additional disclosures are required with the implementation of MSRB Rule G-42. PMA is required to provide the Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. By signing this Agreement, the Issuer acknowledges that PMA has provided the Issuer with the *Municipal Advisor Disclosure Statement*, which contains important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of us relevant to our provision of municipal advisory services. This disclosure document will also specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that PMA files with the SEC and a brief explanation regarding the materiality of the change or addition.

B. Scope of Liability. PMA, at all times, will act in good faith with respect to its Services under this Agreement. The Issuer agrees that PMA shall not be liable to the Issuer for any act or omission in connection with the performance of PMA's services hereunder, other than as a result of PMA's negligent acts or omissions, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of any of the material terms of this Agreement. PMA will have no duty, responsibility or liability under this Agreement as to any services identified in Section I.D. of this Agreement, relating to the services included in the Limitations on Services section. PMA shall not be responsible for any loss incurred by reason of any act or omission of the Issuer, or any member of the working group for the Securities. No recourse may be had against PMA for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action or other proceeding brought by or received from the IRS in connection with the Securities or otherwise relating to the tax treatment of the Securities, or in connection with any opinion or certificate rendered by counsel or any other party.

It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which PMA may have under federal securities laws or under applicable state law.

SECTION VIII
MISCELLANEOUS

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state in which the Issuer is located without regard to conflict of law principles.

B. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and PMA, their respective successors and assigns; provided however, neither Party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.

C. Prior Agreement or Documentation. Each Party acknowledges and agrees that the provisions of this Agreement modify and supersede any prior agreement or documentation with regards to the issuance of the Securities ("Prior Documentation"). The provision(s) set forth in this Agreement shall control in the event that any provision(s) of this Agreement conflict with any provision(s) contained in any Prior Documentation.

D. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed or acknowledged by each Party hereto. The form of this modification may include an email acknowledged by each Party. The Parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to the Agreement.

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PMA Securities, LLC

Signed by:
By: Michael Hart
825ED0018G724A0...

Michael Hart
Vice President, Managing Director
Public Finance

Date: 10/26/2026

Independent School District No. 709
(Duluth)
St. Louis County, Minnesota

Signed by:
By(1): John Magas
84A532FAE68844E...

John Magas
Print Name

Title: Superintendent

Date: 10/30/2026

(1) By signing this Agreement, as representative of the Issuer, the representative acknowledges that he or she has the ability to bind the Issuer by contract with PMA and that he or she is not a party to a disclosed conflict.

PMA Use Only:

Reviewed: _____ Date: _____
Revised 5/2024

October 27, 2026

Independent School District No. 709, Duluth Public Schools, Minnesota
Attention: Kelly Durick Eder, Board Chair
709 Portia Johnson Drive
Duluth, MN 55811

Re. Underwriting Engagement Letter

Dr. Durick Eder:

On behalf of Robert W. Baird & Co. Incorporated ("we" or "Baird"), we wish to thank you for the opportunity to serve as sole or senior bookrunning managing underwriter for Independent School District No. 709, Duluth Public Schools, Minnesota ("you" or "the "Issuer") on its proposed offering and issuance of approximately $27,000,000 General Obligation Aid Anticipation Certificates of Indebtedness, Series 2026B (the "Securities"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the "Purchase Agreement") if and when the Securities are priced following successful completion of the offering process. The Purchase Agreement will set forth the terms and conditions on which Baird will purchase the Securities.

1. Services to be Provided by Baird. Baird is hereby engaged to serve as managing underwriter, and not as municipal advisor, of the proposed offering and issuance of the Securities, and in such underwriter capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Securities
- Develop a marketing plan for the offering, including identification of potential purchasers of the Securities
- Assist in the preparation of the preliminary official statement and final official statement and other offering documents
- Contact potential purchasers of the Securities and provide them with copies of the offering materials and related information
- Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
- If the Securities are to be rated, assist in the preparation of information and materials to be provided to securities rating agencies and in the development of strategies for meetings with the rating agencies
- Consult with counsel and other service providers about the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Submit documents and other information about the offering to the MSRB's EMMA website
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

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

2. Fees and Expenses. Baird's proposed underwriting fee/spread $3.00 per $1,000 of the Securities issued and will be reflected in the Purchase Agreement. The underwriting fee/spread will represent the difference between

the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement. The underwriting fee/spread will be contingent upon the closing of the proposed offering and the amount of the fee/spread may be based on the principal or par amount of the Securities.

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

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

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

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

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

- Baird-Specific Conflicts of Interest Disclosures:

Baird is a full-service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird has previously served as underwriter, placement agent or municipal advisor on other bond offerings and financings for the Issuer and expects to serve in such capacities in the future. Baird is currently providing dissemination agent services to the Issuer. Baird

may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the Issuer's selection of Baird to serve as underwriter on the proposed offering of the Securities. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

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

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

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

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

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

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

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

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

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

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

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By:_____
Matt Rantapaa, Director

Accepted on: _____

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

By:_____
Kelly Durick Eder, Board Chair

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

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

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

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

Financial Characteristics

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

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

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

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

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

may also be exempt from state personal income tax.

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

Security

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

General Obligation Bonds

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

Revenue Bonds

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

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

Tax Increment or Tax Allocation Bonds

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

Conduit Bonds

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

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

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

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

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

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

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

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

Refinancing Risk

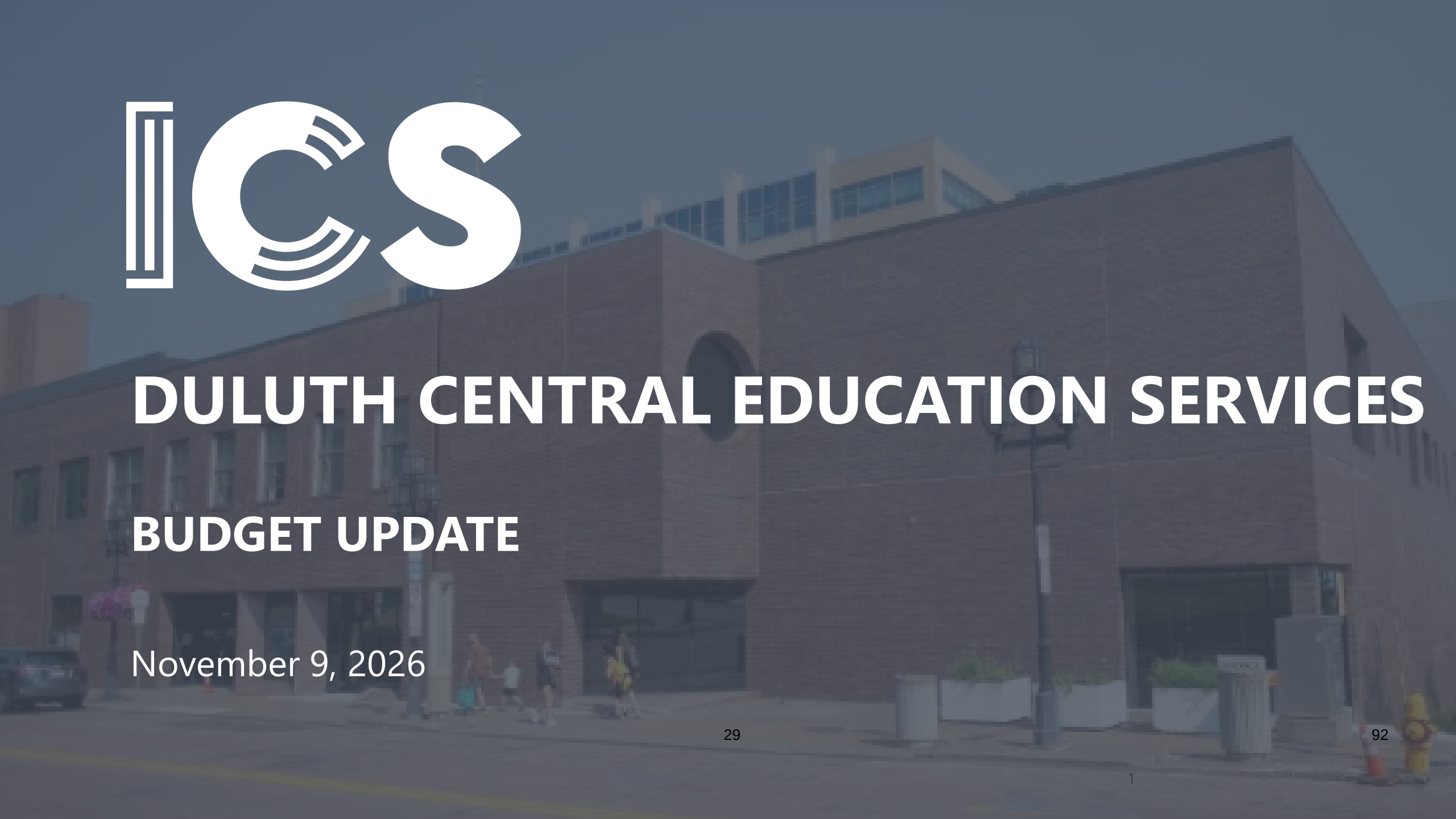
If your (or the obligor's) financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if there are term maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes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

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

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

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

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



DULUTH CENTRAL EDUCATION SERVICES

BUDGET UPDATE

November 9, 2026

Agenda

- Project Budget
- Funding
- Soft Costs- Design, Construction, Permit
- Furniture
- Construction Costs
- Summary of Owner Changes
- Summary

Project Budget

Total Project Budget: $15,859,940

Remaining Costs to Complete Project: $492,551

Project is substantially complete

.

FUNDING:	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
1 FUNDING SOURCE(S)						
1.01 Board Approved Funding	$ 16,924,044	$ (1,200,000)	$ 15,724,044	$ -	$ -	$ 15,724,044
1.02 MN Power Rebates	$ -	$ 11,746	$ 11,746	$ -	$ -	$ 11,746
1.03 Owner Directed Costs	$ -	$ 124,150	$ 124,150	$ -	$ -	$ 124,150
TOTAL REVENUE:	**$ 16,924,044**	**$ (1,064,104)**	**$ 15,859,940**	**$ -**	**$ -**	**$ 15,859,940**
COSTS:						
2 PERMITS / OWNER COSTS / OFF SITE COSTS	**$ 102,072**		**$ 93,572**		**$ -**	**$ 0**
2.01 Building Plan Review	$ 31,928	$ -	$ 31,928	$ 31,928	$ -	$ 0
2.02 Plumbing Plan Review	$ 7,500	$ (7,500)	$ -	$ -	$ -	$ -
2.03 Building Permit	$ 50,364	$ -	$ 50,364	$ 50,364	$ -	$ 0
2.04 SAC/WAC Charges	$ 11,280	$ -	$ 11,280	$ 11,280	$ -	$ -
2.05 MN Dept. of Health	$ 1,000	$ (1,000)	$ -	$ -	$ -	$ -
SUBTOTAL:	**$ 102,072**	**$ (8,500)**	**$ 93,572**	**$ 93,572**	**$ -**	**$ 0**
3 FEES / SERVICES / BUDGETS	**$ 1,997,457**		**$ 1,731,425**	**$ 1,697,491**		**$ 33,934**
3.01 Design Fees - Arch/Struct/Mech/Elec	$ 529,474	$ 68,209	$ 597,683	$ 581,839	$ -	$ 15,844
3.02 Construction Management 1.95%	$ 256,600	$ -	$ 256,600	$ 256,600	$ -	$ -
3.03 Site Services	$ 764,470	$ -	$ 764,470	$ 764,470	$ -	$ -
3.04 Reimbursables	$ 7,500	$ 330	$ 7,830	$ 7,830	$ -	$ (0)
3.05 General Conditions	$ 300,000	$ (291,101)	$ 8,899	$ 8,899	$ -	$ (0)
3.06 Construction Testing	$ 25,684	$ (13,702)	$ 11,982	$ 11,982	$ -	$ 0
3.07 Insurance - Builders Risk	$ 50,000	$ (29,767)	$ 20,233	$ 20,233	$ -	$ -
3.08 Commissioning	$ 50,250	$ -	$ 50,250	$ 32,160	$ -	$ 18,090
3.09 Resa Power- Consultant	$ 11,985	$ -	$ 11,985	$ 11,985	$ -	$ -
3.12 Duluth News Tribune Add for Bid	$ 1,494	$ -	$ 1,494	$ 1,494	$ -	$ 0
SUBTOTAL:	**$ 1,997,457**	**$ (266,032)**	**$ 1,731,425**	**$ 1,697,491**	**$ -**	**$ 33,934**
4 FURNITURE / EQUIPMENT / TECHNOLOGY						
4.01 FF&E	$ 250,000	$ 11,547	$ 261,547	$ 261,547	$ -	$ 0
4.02 Technology - Head End / Card Readers	$ 0	$ -	$ 0	$ -	$ -	$ 0
SUBTOTAL:	**$ 250,000**	**$ 11,547**	**$ 261,547**	**$ 261,547**	**$ -**	**$ 0**
5 CONSTRUCTION COSTS						
5.01 Construction Cost	$ 12,218,789	$ 970,355	$ 13,189,144	$ 12,730,528	$ -	$ 458,616
5.02 Donald Holm - Demo	$ 68,429	$ -	$ 68,429	$ 68,429	$ -	$ 0
5.03 CDW	$ 6,592	$ -	$ 6,592	$ 6,592	$ -	$ -
5.04 Northern Door	$ 2,308	$ -	$ 2,308	$ 2,308	$ -	$ -
5.05 Johnson Controls	$ 7,904	$ -	$ 7,904	$ 7,904	$ -	$ -
5.06 CFS Flooring- State Contract - District Procured	$ 500,000	$ (5,230)	$ 494,770	$ 494,770	$ -	$ -
SUBTOTAL:	**$ 12,804,022**	**$ 965,125**	**$ 13,769,147**	**$ 13,310,531**	**$ -**	**$ 458,616**
6 CONSTRUCTION CONTINGENCY						
6.01 Contingency	$ 570,493	$ (566,243)	$ 4,250	$ -	$ 4,250	$ (0)
SUBTOTAL:	**$ 570,493**	**$ (566,243)**	**$ 4,250**	**$ -**	**$ 4,250**	**$ (0)**
TOTAL COSTS:	**$ 15,724,044**	**$ 135,897**	**$ 15,859,941**	**$ 15,363,140**	**$ 4,250**	**$ 492,551**

Funding

FUNDING:	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
1 FUNDING SOURCE(S)						
1.01 Board Approved Funding	$ 16,924,044	$ (1,200,000)	$ 15,724,044	$ -	$ -	$ 15,724,044
1.02 MN Power Rebates	$ -	$ 11,746	$ 11,746	$ -	$ -	$ 11,746
1.03 Owner Directed Costs	$ -	$ 124,150	$ 124,150	$ -	$ -	$ 124,150
TOTAL REVENUE:	**$ 16,924,044**	**$ (1,064,104)**	**$ 15,859,940**	**$ -**	**$ -**	**$ 15,859,940**

- Board-Approved Funding: $15,724,044
- MN Power Rebates: $11,746
- Owner-Directed Additions: $124,150
- *Funding totals do not include roofing-related costs.*

Soft Costs – Permit/Design/ Professional Services

	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
COSTS:						
2 PERMITS / OWNER COSTS / OFF SITE COSTS	**$ 102,072**		**$ 93,572**		**$ -**	**$ 0**
2.01 Building Plan Review	$ 31,928	$ -	$ 31,928	$ 31,928	$ -	$ 0
2.02 Plumbing Plan Review	$ 7,500	$ (7,500)	$ -	$ -	$ -	$ -
2.03 Building Permit	$ 50,364	$ -	$ 50,364	$ 50,364	$ -	$ 0
2.04 SAC/WAC Charges	$ 11,280	$ -	$ 11,280	$ 11,280	$ -	$ -
2.05 MN Dept. of Health	$ 1,000	$ (1,000)	$ -	$ -	$ -	$ -
SUBTOTAL:	**$ 102,072**	**$ (8,500)**	**$ 93,572**	**$ 93,572**	**$ -**	**$ 0**
3 FEES / SERVICES / BUDGETS	**$ 1,997,457**		**$ 1,731,425**	**$ 1,697,491**		**$ 33,934**
3.01 Design Fees - Arch/Struct/Mech/Elec	$ 529,474	$ 68,209	$ 597,683	$ 581,839	$ -	$ 15,844
3.02 Construction Management 1.95%	$ 256,600	$ -	$ 256,600	$ 256,600	$ -	$ -
3.03 Site Services	$ 764,470	$ -	$ 764,470	$ 764,470	$ -	$ -
3.04 Reimbursables	$ 7,500	$ 330	$ 7,830	$ 7,830	$ -	$ (0)
3.05 General Conditions	$ 300,000	$ (291,101)	$ 8,899	$ 8,899	$ -	$ (0)
3.06 Construction Testing	$ 25,684	$ (13,702)	$ 11,982	$ 11,982	$ -	$ 0
3.07 Insurance - Builders Risk	$ 50,000	$ (29,767)	$ 20,233	$ 20,233	$ -	$ -
3.08 Commissioning	$ 50,250	$ -	$ 50,250	$ 32,160	$ -	$ 18,090
3.09 Resa Power- Consultant	$ 11,985	$ -	$ 11,985	$ 11,985	$ -	$ -
3.12 Duluth News Tribune Add for Bid	$ 1,494	$ -	$ 1,494	$ 1,494	$ -	$ 0
SUBTOTAL:	**$ 1,997,457**	**$ (266,032)**	**$ 1,731,425**	**$ 1,697,491**	**$ -**	**$ 33,934**

- Soft Costs are substantially billed, Remaining Scope is related to Miller Architecture and ICS Commissioning
- Remaining professional services: $33,934
- Costs Include $68,209 in additional design services.
- Additional design scope included mail room revisions, IT coordination, finish updates, and other owner-requested modifications.

Costs- Furniture

FUNDING:	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
COSTS:						
4 FURNITURE / EQUIPMENT / TECHNOLOGY						
4.01 FF&E	$ 250,000	$ 11,547	$ 261,547	$ 261,547	$ -	$ 0
4.02 Technology - Head End / Card Readers	$ 0	$ -	$ 0	$ -	$ -	$ 0
SUBTOTAL:	**$ 250,000**	**$ 11,547**	**$ 261,547**	**$ 261,547**	**$ -**	**$ 0**

- Furniture procurement is Substantially Complete
- Meteor Furniture total cost $261,547.

Construction Costs

		$456,457.53	$13,186,985.12	$12,730,527.59
Vendor	**Billing Status**	**Remaining Costs**	**Final Contract Value**	**Total Paid**
Veit	Billed Complete	$0.00	$166,342.00	$166,342.00
Harbor City Masonry	Billed Complete	$0.00	$215,558.29	$215,558.29
Intercon	Billed Complete		$3,666,279.81	$3,666,279.81
Superior Glass	Pending Close Out Docs	$12,621.40	$66,475.00	$53,853.60
Pinnacle Wall	Billed Complete	$0.00	$1,195,502.00	$1,195,502.00
Mulcahy Nickolaus	Pending Close Out Docs	$11,466.20	$196,226.00	$184,759.80
Northland Flooring	Pending Close Out Docs	$15,819.40	$263,188.00	$247,368.60
Sorlie	Billed Complete		$217,528.00	$217,528.00
Larson Elevator	Billed Complete		$219,000.00	$219,000.00
FirePro	Pending Close Out Docs	$9,900.01	$198,000.00	$188,099.99
AG Obrien	Pending Close Out Docs	$235,504.27	$3,850,834.95	$3,615,330.68
Belknap Electric	Pending Close Out Docs	$171,146.25	$2,932,051.07	$2,760,904.82

- All approved contractor change orders have been incorporated into the project budget.
- One pending change order remains for A.G. O'Brien in the amount of $4,250.
- Remaining construction-related costs to complete: $456,457.53.

Summary of Added Costs

Owner-Directed Scope Additions

$381k of owner directed changes
$257k included in the budget
$124k costs over budget

- Mail Room Improvements
- Camera System Modifications
- Fume Hood Enhancements
- Additional Power and Data Infrastructure
- Exterior Signage
- Stair and Alley Repairs
- Owner-Requested Door Hardware Revisions

Additional Design Services

- Design revisions required to support owner-requested scope enhancements.

Added Costs Over Budget	$ 124,150.00
Added Scope	
PR 7 - Mail Room	$ 88,203.30
PR 5- camera changes	$ 74,600.00
PR-10 Fume Hoods	$ 70,600.14
Added Design Costs	$ 68,209.00
CE #16 slab for print room	$ 23,719.00
Existing Stair Repair in the alley	$ 16,493.00
Owner Provided Door Hardware Changes	$ 13,345.00
Exterior Letters	$ 10,943.00
CE 98- added power and data per owner request	$ 9,056.14
PR 11- intumescent paint	$ 7,350.00
CE-105 stair ledge in alley	$ 2,730.00

Summary

- **Total Project Budget:** $15,859,940
- **Remaining Costs to Complete Project:** $492,551
- **Owner-Directed Additions:** $124,150
- Project is substantially complete



Q&A

Human Resources Report for November 2026 School Board Meeting
Highlighting October 2026 Activities

Department:	Human Resources
HR|Business Services Committee:	11.09.2026
Regular Board Meeting:	11.17.2026
Report Prepared By:	Steven Johnson

Manager's Minutes:

- Attended the Hermantown Area Chamber Job Fair at the Mall on 10/08/26
- Attended the Cloquet Area Job Fair at FDLTCC on 10/29/26
- Bringing an updated handbook to the board in December
- Working on different recruiting strategies for positions that are difficult to fill. Para's, early childhood, custodians and food service. (apply at the district days for units)

What We're Working On:

- Benefits is working on rolling out Annual November Open Enrollment.
- Benefits is working with prospective retirees that are looking to retire.
- Successful Flu / Covid Shot Clinic at the DSC in October. Approx 50 attendees
- Successful site visits to multiple schools to assist with questions surrounding HR.

Upcoming Changes/Improvements to the Department:

- Finishing all site visits before the Thanksgiving break
- Working on sending communication out to staff for the following: Snow Day language, asking for annual updates of personnel information changes in Skyward such as W2s, addresses, emergency contacts and phone numbers

Staffing Report:

Certified Appointments: 4

Certified Leaves: 0

Certified Resignations: 2

Certified Retirements: 2

Certified Terminations: 0

Certified Presumed Resigned: 2

Non-Certified Appointments: 19

Non-Certified Leaves: 0

Non-Certified Resignations: 9

Non-Certified Retirements: 4

Non-Certified Terminations: 0

Non-Certified Presumed Resigned: 1

Displacements: 2

Open Positions:

Certified:	**Non-Certified:**
Teacher (4) *Duluth Adult Education (1)* *Special Education (1)* *Middle School (1)* *High School (1)* .	**Child Nutrition (4)** *Nutritional Service Asst. (4)* **Clerical (3)** *Career Center Coord- Office Support Specialist Intermediate (1)* *Community Ed Office Support Specialist- Senior (1)* *Purchasing (1)* **Maintenance (9)** *Custodian I/II/III Float (5)* *Engineer IV (1)* *Master Electrician (1)* *Second Shift Engineer I (2)* **Transportation (2)** *Substitute School Bust Driver II (2)* **Paraprofessional (20)** *Certified/Pre-Cert Sign Language Interpreter (5)* *Health Assist/LPN Para (1)* *Pre-School Program Para (1)* *ECSE Program Para (1)* *Instructional Para (1)* *SpEd Building Wide Para (3)* *SpEd Program Para (6)* *SpEd Student Specific Setting III Para (2)* **Non-Licensed-Hourly (2)** *Hourly Substitute (1)* *Playground/Cafeteria Monitor (1)* **Activities/Athletics (1)** *Generic Co-Curricular (1)*

Enrollment Report for November 2026 School Board Meeting
Highlighting October 2026 Activities

Department:	MARSS | Business Services
HR|Business Services Committee:	11.09.2026
Regular Board Meeting:	11.17.2026
Report Prepared By:	Philip Paulson

What We're Working On:

- FY26 State Aid Reconciliation & EOY Closeout:
  - Finalizing minor adjustments to FY26 End-of-Year (EOY) MARSS reporting files to reconcile and lock in final state aid entitlements ahead of the December closeout.
- MARSS Fall File Submissions & Funding Audits:
  - Preparing the initial FY27 Fall MARSS data submissions in accordance with MDE statutory reporting deadlines.
  - Auditing key pupil accounting figures that drive district categorical funding:
    - **October 1st Child Count:** Finalizing verification of baseline fall enrollment and Educational Benefits applications to secure maximum FY27 Compensatory Revenue allocations.
    - **American Indian Education Aid:** Auditing eligible student counts and documentation to ensure accurate formula allocations.
    - **December 1st Special Education Child Count:** Pre-auditing primary disability codes, instructional setting codes, and special education service hours prior to the upcoming December 1st reporting snapshot.
- Online Registration
  - Implementing front-end usability updates to the district's online registration system to create a more intuitive experience for enrolling families.
- Federal Civil Rights Data Collection (CRDC):
  - Configuring extraction criteria and cross-checking district student data to prepare all required metrics for the upcoming federal CRDC submission window.

Enrollment Reports

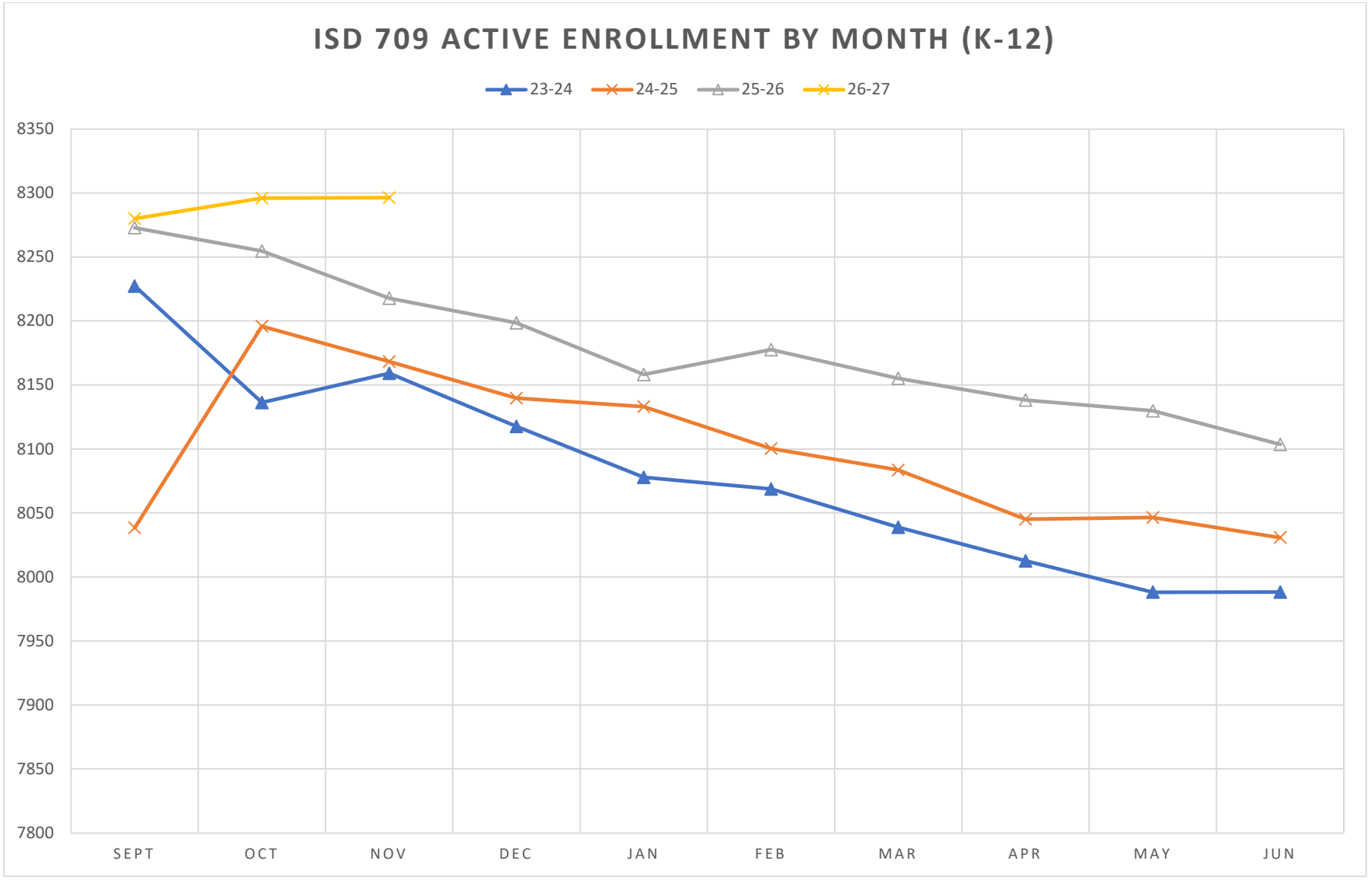
- K-12 enrollment stands at an average daily membership (ADM) of **8,296.38** for the month of November.
- Month-over-month enrollment remained stable with a net increase of +0.44 ADM from October (8,295.94), and a cumulative gain of +16.35 ADM since September (8,280.03).

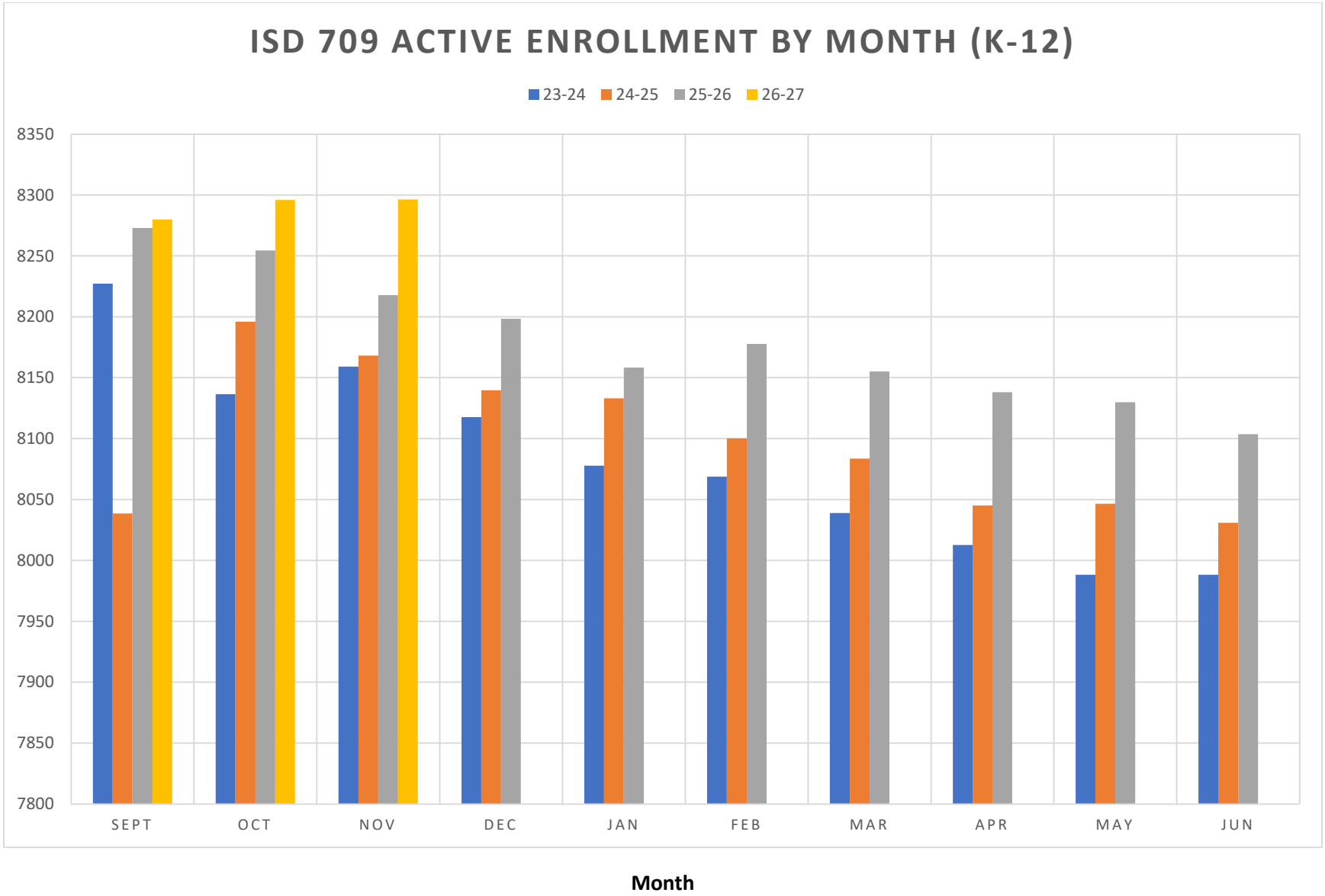
2026-2027 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
435 - Congdon Park	463.00	394.00	69.00	67.00	81.00	84.00	80.00	82.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
475 - Homecroft	463.00	388.00	75.00	83.00	73.00	73.00	78.00	81.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500 - Lakewood	239.00	198.00	41.00	36.00	40.00	33.00	42.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510 - Lester Park	494.00	419.00	75.00	87.00	79.00	81.00	95.00	77.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520 - Lowell	335.00	284.00	51.00	47.00	61.00	61.00	55.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
521 - Lowell Sp Immersion	178.00	146.00	32.00	32.00	38.00	24.00	27.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
525 - Laura MacArthur	252.00	210.00	42.00	42.00	41.00	40.00	38.00	49.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
540 - Myers-Wilkins	437.00	369.00	68.00	71.00	78.00	77.00	63.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
550 - Piedmont	412.00	344.00	68.00	78.00	68.00	70.00	66.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
565 - Stowe	224.00	198.00	26.00	41.00	36.00	45.00	38.00	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
225 - Lincoln Middle	694.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.00	222.00	239.00	0.00	0.00	0.00	0.00
335 - Ordean East Middle	1152.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	406.00	361.72	0.00	0.00	0.00	0.00
650 - AE Online	171.92									0.00	0.28	8.07	28.91	66.58	68.08
215 - Denfeld	983.02									0.00	0.00	293.43	230.57	236.47	222.55
220 - East	1484.62									0.00	0.00	398.21	376.38	364.39	345.64
81 - Merritt Creek Academy	75.00	22.00	3.00	2.00	6.00	2.00	7.00	5.00	9.00	6.00	10.00	11.00	9.00	4.00	1.00
621 - ALP	97.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	24.00	71.72
575 - Chester Creek Academy	26.25	14.00	0.00	0.00	1.00	3.00	8.00	2.00	4.00	1.00	1.00	4.00	1.00	0.25	1.00
580 - Rock Ridge Academy	28.00	10.00	2.00	3.00	4.00	0.00	1.00	2.00	3.00	1.00	2.00	3.00	4.00	2.00	1.00
599 - STEPS Program	9.13	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	1.00	1.71	2.00	1.71	0.71
605 - Arrowhead Academy	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	3.00	4.00	10.00	3.00
615 - Bethany Crisis Shelter	1.00	0.50	0.00	0.25	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.25
630 - Superior Academy	23.00	6.00	0.00	0.00	2.00	0.00	3.00	1.00	2.00	0.00	4.00	2.00	3.00	4.00	2.00
689 - Pathways	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00
699 - LIFE Program	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
950 - The Bridge	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00
Total:	**8296.38**	**3003.50**	**552.00**	**589.25**	**609.00**	**593.25**	**601.00**	**611.00**	**636.00**	**637.00**	**623.00**	**724.42**	**662.11**	**713.40**	**744.95**

566 students - 37 Open Enrolled, 59 FT Residents, 470 PT Residents,

Month to Month 2026-2027	EOY 25-26	Total Sep	Total Oct	Total Nov	Total Dec	Total Jan	Total Feb	Total Mar	Total Apr	Total May	Total Jun	Current Month Dif	M to M Net	YTD	FROM Current Month-EOY	FROM Nov '25	FROM Current Month-Nov '25
435 - Congdon Park	487.67	463.00	463.86	463.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.86		0.00	**-24.67**	483.00	**-20.00**
475 - Homecroft	462.00	461.00	460.00	463.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		2.00	**1.00**	462.00	**1.00**
500 - Lakewood	244.00	239.00	238.00	239.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		0.00	**-5.00**	242.00	**-3.00**
510 - Lester Park	515.00	491.00	491.00	494.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		3.00	**-21.00**	518.00	**-24.00**
520 - Lowell	311.00	334.00	334.00	335.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	**24.00**	305.00	**30.00**
521 - Lowell Sp Immersion	181.00	179.00	179.00	178.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	**-3.00**	184.00	**-6.00**
525 - Laura MacArthur	250.65	250.00	246.00	252.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00		2.00	**1.35**	255.00	**-3.00**
540 - Myers-Wilkins	452.00	439.00	437.00	437.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-2.00	**-15.00**	463.00	**-26.00**
550 - Piedmont	401.00	410.00	409.00	412.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		2.00	**11.00**	404.00	**8.00**
565 - Stowe	246.00	225.00	223.00	224.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	**16.14**	-1.00	**-22.00**	235.00	**-11.00**
225 - Lincoln Middle	685.86	706.82	692.00	694.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		-12.82	**8.14**	701.86	**-7.86**
335 - Ordean East Middle	1119.34	1150.11	1149.72	1152.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	**5.00**	2.61	**33.38**	1116.27	**36.45**
650 - AE Online	172.92	164.08	180.76	171.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-8.84		7.84	**-1.00**	133.16	**38.76**
215 - Denfeld	918.04	1000.59	1004.88	983.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-21.86		-17.57	**64.98**	973.29	**9.73**
220 - East	1360.76	1480.18	1482.90	1484.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.72	**-28.98**	4.44	**123.86**	1448.57	**36.05**
081 - Merritt Creek Academy	88.00	69.00	73.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		6.00	**-13.00**	82.00	**-7.00**
621 - ALP	71.86	100.72	95.44	97.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.28		-3.00	**25.86**	80.00	**17.72**
575 - Chester Creek Academy	32.00	29.25	27.25	26.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-3.00	**-5.75**	31.00	**-4.75**
580 - Rock Ridge Academy	45.00	24.00	25.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		4.00	**-17.00**	43.00	**-15.00**
599 - STEPS Program	0.00	10.28	10.13	9.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.15	**9.13**	0.00	**9.13**
605 - Arrowhead Academy	13.00	18.00	22.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		6.00	**11.00**	18.00	**6.00**
615 - Bethany Crisis Shelter	1.50	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	**-0.50**	0.00	**1.00**
630 - Superior Academy	27.00	6.00	22.00	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		17.00	**-4.00**	16.00	**7.00**
689 - Pathways	0.00	6.00	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**6.00**	0.00	**6.00**
699 - LIFE Program	0.00	2.00	3.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		0.00	**2.00**	0.00	**2.00**
950 - The Bridge	18.00	22.00	21.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**8.28**	-1.00	**3.00**	23.58	**-2.58**
Total:	**8103.60**	**8280.03**	**8295.94**	**8296.38**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.44**	15.91	**192.78**	**8217.73**	**78.65**
Change		176.43	15.91	0.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
Duluth Adult Education		361.00	414.00	504.00								90.00					

Month to Month 2026-2027	Total Sep	Total Oct	Total Nov	Total Dec	Total Jan	Total Feb	Total Mar	Total Apr	Total May	Total Jun	Current Month Dif	MtoM Net	YTD	Current Avg
EC	115.05	231.06	238.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.14		123.15	194.77
PK	17.95	18.94	74.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55.86	63.00	56.85	37.23
KA	132.00	140.86	143.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.14		11.00	138.62
KG	410.00	403.00	409.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00		-1.00	407.33
1	595.00	588.00	589.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.25		-5.75	590.75
2	612.00	610.00	609.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-3.00	610.33
3	591.00	592.00	593.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.25		2.25	592.08
4	594.00	598.00	601.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		7.00	597.67
5	608.00	606.00	611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00		3.00	608.33
6	640.33	638.00	636.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00	15.64	-4.33	638.11
7	642.07	637.00	637.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-5.07	638.69
8	613.81	614.00	623.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	9.00	9.19	616.94
9	707.12	727.42	724.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.00		17.30	719.65
10	649.72	666.86	662.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.75		12.39	659.56
11	713.69	710.54	713.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.86		-0.29	712.54
12	771.29	764.26	744.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-19.31	-24.20	-26.34	760.17
K 12 Total:	8280.03	8295.94	8296.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.44	15.91	8290.78
Change		15.91	0.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00				


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
23-24
24-25
25-26
26-27
8350
8300
8250
8200
8150
8100
8050
8000
7950
7900
7850
7800
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
23-24
24-25
25-26
26-27
8350
8300
8250
8200
8150
8100
8050
8000
7950
7900
7850
7800
Active Students
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Month

Child Nutrition Report for November 2026 School Board Meeting
Highlighting October 2026 Activities

Department:	Child Nutrition
HR|Business Services Committee:	11.09.2026
Regular Board Meeting:	11.17.2026
Report Prepared By:	Sheila Oak

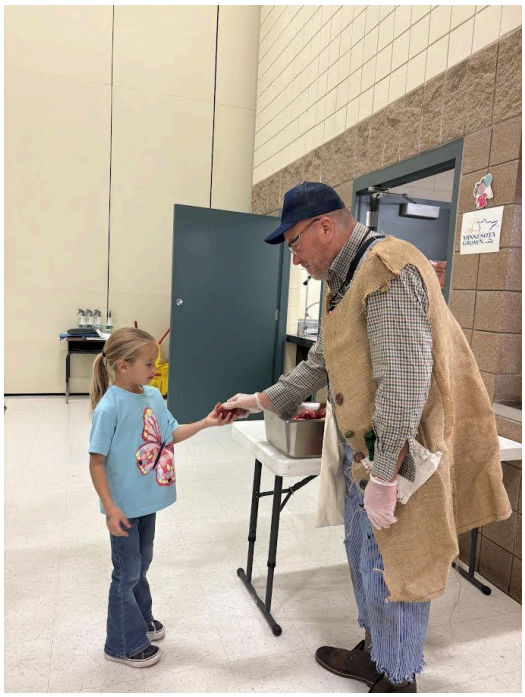
What We're Working On:

- Hosted a training session for all Child Nutrition employees. Featured a Chef from Upper Lakes to do a demonstration of cleaning and portioning fruits and vegetables, with a focus on fall vegetables. (squash, etc.)
- We were notified of an MDE-USDA Administrative Audit. The Auditors will be here in January 2027.
- Celebrated the Minnesota Apple Crunch day during Farm to Kids Month. Oct 8, 2026, Johnny Appleseed (Ken Witte, our equipment technician) joined us for his annual visit. Pictures are also included with this report.

- **Staffing Report:**
  Open positions - 9 jobs open:
  East-3 jobs
  Denfeld-1 job
  District Wide/ALP manager-1 job
  Congdon Park-1 job
  Stowe -1 job
  Ordean East 1 job
  District Wide assistant-1 Job

- Monthly count sheet of meals served included with this report









Monthly counts	Breakfast											Daily
2026 2027	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Average
Congdon	1531	2014									3545	98
Denfeld	2589	3298									5887	164
East High	2632	3366									5998	167
Homecroft	1800	2439									4239	118
Lakewood	1413	1807									3220	89
Lester Park	1744	2429									4173	116
Lincoln park Middle	1892	3676									5568	155
Lowell	4037	5239									9276	258
Laura Macarthur	2666	3433									6099	169
Myers-Wilkins	2891	3952									6843	190
Ordean/East Middle	1321	1750									3071	85
Piedmont	2027	5830									7857	218
Rockridge	128	282									410	11
Stowe	1541	3625									5166	144
ALC	109	202									311	10
	28321	43342	0	0	0	0	0	0	0	0	71663	1992
	Lunch											Daily
	Sept	October	Nove	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	6012	7053									13065	363
Denfeld	8417	9422									17839	496
East High	10523	12751									23274	647
Homecroft	5676	6896									12572	349
Lakewood	2904	3344									6248	174
Lester Park	5710	7264									12974	360
Lincoln park Middle	8603	9270									17873	496
Lowell	6806	7966									14772	410
Laura Macarthur	3593	4298									7891	219
Myers-Wilkins	5865	7254									13119	364
Ordean/East Middle	11715	13616									25331	704
Piedmont	5548	7109									12657	352
Rockridge	306	401									707	20
Stowe	3036	4116									7152	199
ALC	367	563									930	30
											186404	10965
Harbor City	2275	1998									4273	119
	87356	103321	0	0	0	0	0	0	0	0	190677	11216
Head Start												
	Breakfast											
Congdon	104	167									271	
Homecroft	134	226									360	
Lester Park	127	200									327	
Lowell	256	450									706	
Laura Macarthur	260	376									636	
Myers-Wilkins	434	600									1034	
Piedmont	378	632									1010	
Stowe	311	523									834	
	2004	3174	0	0	0	0	0	0	0	0	5178	
Head Start												
	Lunch											
Congdon	171	266									437	
Homecroft	134	226									360	
Lester Park	248	355									603	
Lowell	256	450									706	
Laura Macarthur	260	387									647	
Myers-Wilkins	434	681									1115	
Piedmont	487	711									1198	
Stowe	311	522									833	
	2301	3598	0	0	0	0	0	0	0	0	5899	
AFTERSCHOOL SNACK												
Congdon	1422	1510									2932	
Denfeld	218	267									485	
Lincoln park Middle	1099	973									2072	
Lowell	1741	1857									3598	
Laura Macarthur	362	431									793	
Myers-Wilkins	854	1212									2066	
Piedmont	743	1271									2014	
Stowe	466	546									1012	
											14972	
Total meals/snacks	119,982	153,435	-	-	-	-	-	-	-	-	273,417	
Days of service	17	19										36
Average meals per c	7,058	8,076	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

2025 2026											
Total meals/snacks	166,534	167,231	147,912	123,278	144,671	144,250	160,633	146,093	188,552		1,389,154
Days of service	21	21	16	16	17	15	18	18	23		165
Average meals per day	7,930	7,963	9,245	7,705	8,510	9,617	8,924	8,116	8,198		

Facilities Report for November 2026 School Board Meeting
Highlighting October 2026 Activities

Department:	Facilities
HR|Business Services Committee:	11.09.2026
Regular Board Meeting:	11.17.2026
Report Prepared By:	Bryan J. Brown

Current Facilities Projects

- Boiler Replacement at Ordean
- Replace Dust Collector System at East
- Working on RFP's for Summer Projects

Maintenance, Operations & Compliance

- New fire rated theater curtains have been installed at the Lecture Hall at Denfeld
- Maintenance work continues on the clock tower at Denfeld. Three faces are now functional.
- All district stormwater BMP inspection and maintenance has been completed, reviewed, and approved by the City of Duluth. Our process was so successful this year, we will not have to complete inspections and maintenance next year, which will result in a $25,000-30,000 savings.
- Pre-season planning meeting occurred with 2026/27 snow removal contractors.
- Turf replacement presentations have started as we plan for the new East High School artificial turf.
- Replacement of septic tank 5 at Lakewood Elementary is complete.
- Annual district wide boiler insurance inspections are complete.
- Interior window cleaning occurred at DCES.
- District wide blueprint reorganization is underway.
- Pre-bid walkthroughs have occurred for projects at Denfeld and Lincoln Park.

We are still working short staffed in many of our buildings and are continuing to have the openings posted

Staffing & Workforce Development

- **Ryan Butler**: Hired as District-Wide Float Custodian 1 (Effective Sep 28, 2026).
- **Austin Christensen**: Promoted from SSE1 to Engineer 2 at Myer-Wilkins (Effective Oct 26, 2026).
- **Jake Tremble**: Hired as SSE1 at Lakewood Elementary (Effective Nov 9, 2026).
- **Doug Wolff**: Hired as Engineer 2 at Congdon (Effective Nov 18, 2026).

Licensing & Professional Development: Multiple district staff members are scheduled to take boiler and pool operator licensing exams over the next few months.

Safety Report for November 2026 School Board Meeting
Highlighting October 2026 Activities

Department:	Safety
HR|Business Services Committee:	11.09.2026
Regular Board Meeting:	11.17.2026
Report Prepared By:	August Leopold

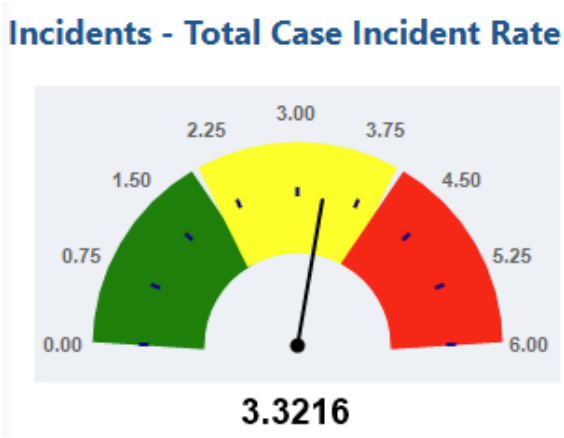
Health and Safety Topics:

- **Regulatory Requirements**
  - All faucets have been remediated and retested for Lead in Water, awaiting final results
  - Periodic (6 month) asbestos inspections have been completed
  - AHERA 3rd year inspection is due for DCES, IEA will be completing the inspection
  - Lakewood well was inspected and found compliant
  - Occupational Safety Committee meeting is scheduled for this month

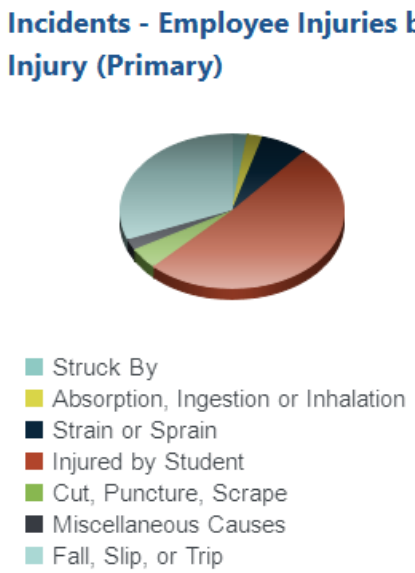
- **Trainings and Planning**
  - Supply requests from multiple buildings for e-kit and first aid kit refills are in process

- **Employee Injury Update for October**
  - Our total case injury rate (TCIR) for October 2026 was 3.32. Our year to date TCIR is now 2.46. We had 9 reports of injury in October, of which two were recordable. One of these injuries was due to a dysregulated student and the other happened off school grounds during a field trip due to fall.

October



Year to Date



Technology Report for November 2026 School Board Meeting
Highlighting October 2026 Activities

Department:	Technology
HR|Business Services Committee:	11.09.2026
Regular Board Meeting:	11.17.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

- I attended the annual cybersecurity summit put on by one of our vendors in the Twin Cities. I was joined by our IT security analyst and systems specialist. We identified a variety of ways to improve upon the security of our technology systems during the event and have already begun implementing some of these changes.
- I visited Career and Technical Education centers in Moorhead and Grand Forks along with our CTE Coordinator Brad Vieths. We were joined by several other K-12 leaders from the Duluth area who are exploring options for enhancing the CTE offerings and facilities available for their students.
- Our network engineers and I had a conversation with several state-level leaders of a system called EduRoam. Minnesota is currently working to expand its K-12 EduRoam membership. This system would allow our student and faculty partners from many area universities to seamlessly access Wi-Fi in our buildings whenever they're onsite. EduRoam would also allow district stakeholders to access Wi-Fi at participating universities. Further conversation is underway with TLE and IT leadership about joining. EduRoam is set up with cybersecurity and data privacy in mind; the system does not provide access to internal non-public district resources.

What We're Working On:

- Finalizing product selection for interactive display deployment at Lincoln Park Middle School
- Completing configuration of technology systems at the DCES building
- Continued troubleshooting of video streaming issues with the systems in our boardroom
- Conducting a detailed evaluation of our current recurring subscriptions, services and licensing in preparation for district budget reductions this coming year. Part of this work includes reviewing options for the future of the district's phone system. Recurring costs of this system have notably increased in recent years and we're exploring whether other available options may meet district needs for substantially lesser cost.

Staffing Report:

- Technology clerical Ashley Barone resigned effective October 16
- I worked with HR to touch up job descriptions for two of our vacant positions; we expect these positions to be posted in November.

Transportation Report for November 2026 School Board Meeting
Highlighting October 2026 Activities

Department:	Transportation
HR|Business Services Committee:	11.09.2026
Regular Board Meeting:	11.17.2026
Report Prepared By:	Jeremy Kasapidis / Joe Killian

What We're Working On:

- Ongoing staffing shortages stemming from sick leave continue to impact operations, resulting in occasional route cancellations.
- Additionally, maintenance is currently backlogged due to delays in parts delivery and challenges in sourcing suitable replacements.
- Meanwhile, routing operations have slowed significantly as weekly requests have dropped to a small volume.

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
Congdon	Schweitzer Engineering laboratories, Inc	$100.00		The place of employment of a former student of Congdon's allows every employee to donate $100 to an educational institution of their choice to come from the company. Employee is Ryan Fowler
Denfeld	Northalnd Cribbage Tournament-Matt Oman	$1,200.00		$1200.00 was a cash donation-$530.00 was gift card donations
Districtwide	United Way; Jaci Christiansen	In-kind		~450 Cotsco backpacks-distributed to Social Workers in the district
East	East Basketball Association, Inc	$1,112.89 - for basketballs for BOYS BASKETBALL paid by East Basketball Association Inc	YES - for basketballs for boys' basketball	This is basketballs for BOYS BASKETBALL
East	East Basketball Association, Inc	$4,810 - for white jerseys for BOYS BASKETBALL paid for by East Basketball Association Inc	YES - for basketballs for boys' basketball	This is basketballs for BOYS BASKETBALL

East	Duluth Grill	$75 gift card	Will be part of a random drawing for all blood donors at East HS on Nov 19th	
East	Vitta Pizza	$5 off coupons (on a purchase of $25 or more) x75	Distributed to all blood donors on Th Nov 19th	
Headstart	Jane Killough	$50.00	Head Start Transportation	
Headstart	Jane Killough	$50.00	Head Start Transportation	
Headstart	Jane Killough	$50.00	Head Start Transportation	
Laura MacArthur	Wolf Ridge Environmental Learning Center	$7,000.00	The scholarship is to be applied to MacArthur's Wolf Ridge ELC invoice	This scholarship allows us to attend WR at an accessible cost to families
Piedmont	Bonnie J. Jacobson Farmers Insurance Agency	In-kind		Donation of jackets and winter gear for Piedmont Students
Piedmont	Anonymous	In-kind		27 squishy dumplings

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Northeast Service Cooperative	Lauren Faherty	Denfeld High - Guidance Department	320	Transportation cost over to Northwood tech for their Career Day, an opportunity for Juniors and Seniors to have hand on exploration in a variety of career fields
MN Vison Health (SEVA Foundation)	Ira Teng	Duluth Preschool	22,000	Access to vision exams focus on Native Americans and getting glasses
Miin	Emily Silverness and Nashay Howes	Misaabekong	25,000	1. What positive changes will the funds make to your organization? This grant will create an enormous amount of positive change to our program. It will help our teachers create a stronger network of immersion programming, give us insight into curriculum and various assessment development to better track our student's growth at Misaabekong. Currently, our program has a

				very limited budget to pay for elders or community experts. With these funds we will be able to hire more community leaders and elders to teach traditional activities to our students, which will ensure a stronger understanding of Anishinaabe izhitwaawin throughout the year. We will also utilize the grant to purchase more classroom resources, books, and manipulatives to better accommodate the needs of all our students and create an enriching learning environment. One of our biggest challenges has been attending professional development opportunities here at Misaabekong. This grant will help send our staff on various professional development opportunities, so that we may be up to date on best practices in Indigenous Immersion education and help build our network capacity with other Indigenous Immersion programs. If we are to receive this grant, we would also like to use some of it on field trips or outdoor education opportunities and/or any expenses related to those activities. Finally, in our culture we believe when a person transfers knowledge to another we should gift them for sharing, this grant will help

				support our program purchasing traditional gifts and honorariums for any elders and community leaders/experts to show our appreciation for the knowledge they carry. 2. How will you measure those changes? All curriculum and assessment development will be tracked and then shared with MIIN. By utilizing our data from the previous year and comparing it to how students perform this coming Fall, Winter, and Spring we'll be able to assess student growth and the impact these changes have made. Any items purchased for the classroom will create a more enriching classroom environment and can also be tracked through progress reports. Any funds used for professional development can be tracked through CEU's and travel documentation. Since professional development is monitored qualitatively versus quantitatively we will have our staff fill out a google survey on their experiences and how it will impact their teaching strategies in the future. **I am unsure if any financial tracking has to be reported

				back on this grant but I am assuming it does so I checked yes below. I reached out but have not heard back from them yet on the requirements of this.

RESOLUTION RELATING TO GENERAL OBLIGATION AID ANTICIPATION CERTIFICATES OF INDEBTEDNESS, SERIES 2026B, IN AN AMOUNT NOT TO EXCEED $27,000,000; AUTHORIZING THE ISSUANCE AND ESTABLISHING THE TERMS THEREOF; AND AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE AWARD AND SALE

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

Section 1. Certificates Purpose and Authorization.

1.01 Under and pursuant to the authority contained in Minnesota Statutes, Sections 126C.50 through 126C.56, as amended (the "Act"), and Minnesota Statutes, Chapter 475, the board of any school district may borrow money upon aid anticipation certificates in anticipation of receipt of state aid for schools as defined by Minnesota statutes and federal school aids to be distributed by or through the Minnesota Department of Education (the "Department").

1.02 The School Board hereby determines that it is necessary to borrow, pursuant to the Act, upon aid anticipation certificates of indebtedness in an amount not to exceed $27,000,000 in anticipation of receipt of state aids for schools and of federal school aids to be distributed by or through the Department during the July 1, 2026 to June 30, 2027 fiscal year (the "School Aids"), which are necessary for timely payments of anticipated expenditures from the District's operating funds (the "Funds"). Such amount does not exceed 75% of the School Aids which are receivable by the District in such fiscal year as estimated by the Commissioner of the Department.

1.03 The School Board hereby determines that it is necessary and expedient that the District issue general obligation aid anticipation certificates of indebtedness as described in Section 1.02 above in a single issuance of General Obligation Aid Anticipation Certificates of Indebtedness, Series 2026B, in an amount not to exceed $27,000,000 (the "Certificates").

Section 2. Award of Sale. Pursuant to Minnesota Statutes, Section 126C.56, the requirements of public sale do not apply to the issuance under certain circumstances of aid anticipation certificates of indebtedness. The District has retained PMA Securities, Inc., in Albertville, Minnesota, as independent financial advisor in connection with the sale of the Certificates. The School Board desires to proceed with the sale of the Certificates by direct negotiation to Robert W. Baird & Co., Inc., in Oakdale, Minnesota (the "Purchaser"), and any officer of the School Board and either the Superintendent or the Executive Director of Finance & Business Services are authorized to award the sale of the Certificates and execute a contract on the part of the District for the sale of the Certificates upon the terms set forth herein. The officers of the School Board and the Superintendent or the Executive Director of Finance & Business Services are also authorized to take all other action, consistent with the resolution, that is necessary to complete the award and sale of the Certificates provided that the principal amount of the Certificates shall not in any event exceed $27,000,000, nor shall the interest rate thereon exceed 5.0% per annum in any event. The authorization contained herein shall expire on June 30, 2027.

Section 3. Full Faith and Credit Pledge. The School Board hereby declares that the full faith and credit and taxing power of the District and the receipts of the School Aids, to the extent necessary to repay the Certificates, shall be and are hereby at all times irrevocably pledged for the payment of principal and interest on the Certificates when due.

Section 4. Certificates; Terms. The Certificates to be issued hereunder shall be dated the date of delivery to the Purchaser, but no later than December 29, 2026, shall be issued in the denomination of $100,000 each, or any integral multiple thereof, in fully registered form, lettered and numbered R-1 and upward. The Certificates shall mature on September 30, 2027 (the "Maturity Date").

The Certificates shall not be subject to redemption prior to the Maturity Date. The interest on the Certificates shall be payable on the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar designated below shall make the interest payments with respect to the Certificates by check or draft mailed to the registered owners of the Certificates shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day prior to the Maturity Date, whether or not a business day, at such owners' addresses shown on such bond registration records. Principal of the Certificates shall be payable on the Maturity Date and in accordance with and on presentation and surrender of the Certificate to the Bond Registrar.

Section 5. Bond Registrar; Registration of Certificates.

5.01 A. Appointment of Bond Registrar. The School Board hereby appoints Northland Bond Services, a division of First National Bank of Omaha of Minneapolis, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Certificates (such bank or its successor thereof is herein referred to as the "Bond Registrar"). No Certificate shall be valid or obligatory for any purpose unless or until the Bond Registrar's authentication certificate on such Certificate, substantially as set forth in Section 6 hereof, shall have been duly executed by an authorized representative of the Bond Registrar. Authentication certificates on different Certificates need not be signed by the same representative. The executed authentication certificate on each Certificate shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

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

C. At the option of the registered owners, the Certificates may be exchanged for other Certificates of any authorized denomination, of a like aggregate principal amount, maturing upon

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

D. Each Certificate delivered upon transfer of or in exchange for or in lieu of any other Certificate shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Certificate. Each Certificate shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The District and the Bond Registrar shall not be required to make any transfer or exchange during the 15 days next preceding the Maturity Date.

5.02 Book-Entry System.

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

B. Notwithstanding any provision herein to the contrary, so long as the Certificates shall be in Book-Entry Form, the provisions of this Section 5.02 shall govern.

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

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Certificates which are in Book-Entry Form. No transfer of any Certificate in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to

terminate the Book-Entry Form. All Certificates of such stated maturity of any Certificates in Book-Entry Form shall be issued and remain in a single Certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the District shall, upon delivery of all Certificates of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and deliver, Certificates of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Certificates.

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

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

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

E. The District and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including with respect to any notice required or permitted under this Bond Resolution to be given to any holder of a Certificate.

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

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

5.03 Lost or Damaged Certificates. If a Certificate becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Certificate of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Certificate or in lieu of and in substitution for any Certificate destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the District in connection therewith, including the cost of printing new Certificates; and, in the case of a Certificate destroyed, stolen or lost, upon filing with the Bond Registrar and the District of evidence satisfactory to them that the Certificate was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to

the Bond Registrar and the District of an appropriate bond or indemnity in form, substance and amount satisfactory to them and as provided by law, in which both the District and the Bond Registrar must be named as obligees. Certificates so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Certificate has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Certificate prior to payment.

5.04 Payment of Certificates.

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

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

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

Section 6. Form of Certificate. The Certificates to be issued hereunder shall be printed or typewritten in substantially the following form:

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

INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH)

GENERAL OBLIGATION AID ANTICIPATION CERTIFICATE
OF INDEBTEDNESS, SERIES 2026B

R-1 $27,000,000

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	September 30, 2027	December 29, 2026	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: TWENTY-SEVEN MILLION DOLLARS

Independent School District No. 709, St. Louis County, State of Minnesota (the "District"), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above on the Maturity Date specified above, together with interest thereon from the date of original issue specified above until paid at the annual interest rate specified above. The interest shall be payable on the Maturity Date specified above, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Certificate is not subject to redemption prior to maturity. Both principal and interest are payable at Northland Bond Services, a division of First National Bank of Omaha, in Minneapolis, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor Bond Registrar as may be designated by the School Board, in coin or currency of the United States of America, which on the date of payment is legal tender for payment of public and private debts. The Bond Registrar shall make the interest payment with respect to this Certificate directly to the registered owner hereof shown on the bond registration records maintained on behalf of the District by the Bond Registrar at the close of business on the 15th day of the month next preceding the Maturity Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for the payment of principal of the Certificate, the presentation and surrender of this Certificate, and all such payments shall discharge the obligation of the District to the extent of the payments so made. Payment of principal of the Certificates shall be made to the registered owner upon presentation and surrender of this Certificate to the Bond Registrar when due.

This Certificate is one of a series issued by the District in the aggregate amount of $27,000,000, pursuant to the authority contained in Minnesota Statutes, Sections 126C.50 through 126C.56, as amended, and Chapter 475, and all other laws and pursuant to an authorizing resolution adopted by the School Board of the District on November 19, 2026 (the "Resolution") authorizing Superintendent or the Executive Director of Finance & Business Services to award the sale of the Certificates on terms contained in the Resolution, for the purpose of authorizing receipt of unpaid state aids for school receivables by the District as hereinafter set forth.

It is hereby certified and recited that the amount of School Aids as defined in the Resolution yet to be received by the District in the July 1, 2026 to June 30, 2027 fiscal year, for deposit in the District's operating funds (the "Funds") is in the amount of $_____ as estimated by the State of Minnesota Commissioner of Education; that heretofore no aid anticipation certificates have been issued against the School Aids; and that the Certificates are issued in anticipation of collection of said School Aids.

This Certificate constitutes a general obligation of the District, and the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged to provide monies for the prompt and full payment of principal and interest when due. This Certificate is payable from a special debt service fund of the District established for payment of the Certificates by the Resolution.

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

The Certificates of this series are issued as fully registered certificates without coupons, in the denomination of $100,000 each, or any integral multiple thereof. Subject to limitations set forth in the Resolution, the District will, at the request of the registered owner, issue one or more new fully registered certificates in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Certificate, and of like tenor except as to number and principal amount. Subject to the limitations set forth in the Resolution, this Certificate is transferable by the registered owner hereof upon surrender of this Certificate for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the District shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Certificate, one or more new fully registered certificates in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of this Certificate. No service charge shall be made for any transfer or exchange hereinbefore referred to but the District may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

IT IS FURTHER CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Minnesota to be done, and to exist precedent to and in the issuance of this Certificate in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done and do exist in form, time, and manner as so required; and this

Certificate, together with all other debts of the District outstanding on the date hereof and the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness; that all taxable property within the boundaries of the District is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount.

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

IN WITNESS WHEREOF, Independent School District No. 709, by its School Board, has caused this Certificate to be executed in its name by the signatures of the Chair and the Clerk of the School Board; and the District has caused this Certificate to be dated the date of original issue set forth above.

Attest:

(form – no signature required)
Clerk

(form – no signature required)
Chair

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

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

NORTHLAND BOND SERVICES,
a division of First National Bank of Omaha
Minneapolis, Minnesota

By_____
Authorized Representative

REGISTRATION CERTIFICATE

This Certificate must be registered as to both principal and interest in the name of the owner on the books to be kept by Northland Bond Services, a division of First National Bank of Omaha of Minneapolis, Minnesota, as Bond Registrar. No transfer of this Certificate shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of

this Certificate and the interest accruing thereon is registered on the books of U.S. Bank National Association in the name of the registered owner last noted below.

Date	Registered Owner	Signature of Bond Registrar
12/__/26	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

ASSIGNMENT

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

_____

(Name and Address of Assignee)

_____ Social Security or other

_____ Identifying Number of Assignee

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

Dated: _____.

_____

_____

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

Signature Guaranteed:

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

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

Section 7. Funds; Deposits.

A. The Treasurer shall credit the proceeds received upon the sale of the Certificates, less amounts allocable to underwriter's discount and less amounts allocable to pay a part of the interest cost of the Certificates as allowed by Minnesota Statutes, Section 475.56, from the proceeds of the sale of the Certificates to the Funds, and the proceeds shall be used for the purposes for which the School Aids may be utilized.

B. A separate debt service fund for the Certificates is hereby created, to be designated as the "Series 2026B General Obligation Aid Anticipation Certificates of Indebtedness Fund" (the "Debt Service Fund"), to be used solely for the payment of interest on and the principal of the Certificates when due. Prior to the Maturity Date, there shall be deposited in the Debt Service Fund, State Aids or other school funds which may become available in an amount sufficient to pay all principal and interest due on the Certificates at Maturity.

C. The School Board hereby certifies that the School Aids for the July 1, 2026 to June 30, 2027 fiscal year yet to be received are in the amount of $_____.

D. The full faith and credit of the District are pledged to pay the Certificates. If the School Aids are insufficient to pay all principal and interest on the Certificates when due, the Treasurer shall, nevertheless, provide sufficient monies from other funds of the District which are available for that purpose, and such other funds shall be reimbursed from the Funds when the balance therein is sufficient. It is recognized that the District's liability on the Certificates is not limited to the collection of the School Aids, and the School Board covenants and agrees that it will levy upon all taxable property within the boundaries of the District and cause to be extended, assessed, and collected any additional taxes found necessary for full payment of the principal of and interest on the Certificates, without limitation as to rate or amount. The School Board hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended.

E. The School Board authorizes and directs the Board Chair, the Superintendent or the Executive Director of Finance & Business Services to submit a Minnesota School District Credit Enhancement Program Application for Default Preclusion to the Minnesota Department of Education, as provided by Minnesota Statutes, Section 126C.55. All actions by such officers taken with regard to such application prior to the date of this resolution are ratified and approved. The School Board hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee, to the extent provided therein, payment of the principal and interest on the Certificates when due. The School Board further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Certificates, or if, on the day two (2) business days prior to the date a payment is due on the Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Certificates of this issue remain outstanding.

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

G. The School Board acknowledges, represents and covenants that it must include a provision in its agreement with the Bond Registrar, as paying agent for the Certificates, that requires the Bond Registrar to inform the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Certificates or if, on the day two business days prior to the date a payment is due on the Certificates, there are insufficient funds to make the payment on deposit with the Bond Registrar.

Section 8. Tax Covenants and Arbitrage Matters.

8.01 Restrictive Action. The District covenants and agrees with the owners from time of the Certificates that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest on the Certificates to become includable in gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Certificates will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

8.02 Statement of Working Capital Expenditures and Arbitrage Certificate. The School Board estimates that the principal amount of the Certificates does not exceed (i) the largest amount

by which working capital expenditures in the Funds of the District exceed available amounts for payment thereof during the period for which the State Aids are anticipated and during which the Certificates will be outstanding, and (ii) the amount of a working capital reserve equal to five percent of the District's working capital expenditures in the Funds for the prior fiscal year, all as contemplated by the Regulations. The District Treasurer is directed to prepare a statement of estimated expenditures during the period for which the State Aids and other funds are anticipated and during which the Certificates will be outstanding for the purpose of verifying the correctness of this estimate. In the event that such statement does not verify such estimate, the principal amount of the Certificates shall be reduced to such amount as will not exceed the amount permitted by the Regulations. Prior to the issuance of the Certificates, the Chair and the Clerk, being the officers of the District charged with the responsibility for issuing the Certificates pursuant to this resolution, shall execute and deliver to the Purchaser a certificate as contemplated by the Regulations stating the facts, estimates and circumstances in existence on the date of issuance and delivery of the Certificates which indicate that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of the Code and the Regulations.

8.03 Arbitrage Rebate. The District acknowledges that the Certificates are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Certificates from gross income for federal income tax purposes, unless the Certificates qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no "gross proceeds" of the Certificates (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof.

Section 9. Filing with County Auditor. The Clerk of the District is directed to file with the County Auditor a certified copy of this Resolution, and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Certificates herein authorized have been duly entered on his register.

Section 10. Certified Proceedings. The officers of the District and the Superintendent or the Executive Director of Finance & Business Services are authorized and directed to prepare and furnish to the Purchaser of the Certificates and to bond counsel certified copies of all proceedings and records of the District pertaining to the authorization, issuance, and sale of the Certificates and such other affidavits and certificates as may reasonably be required to show the facts relating to the legality and marketability of the Certificates as such facts appear from the official books and records of the officers' custody or are otherwise known. All such certified copies, certificates, and affidavits, including any heretofore furnished, constitute representations of the District as to the correctness of facts recited therein and the actions stated therein to have been taken.

Section 11. Absent or Disabled Officers. In the event of the absence or disability of the Chair, the Clerk or the Treasurer, such officers or members of the School Board as in the opinion of the District's attorney may act in their behalf shall, without further act or authorization, execute

and deliver the Certificates, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 12. Official Statement. The Chair and the Clerk are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Certificates and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date thereof.

Adopted: November 19, 2026.

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

Yeah:

Nay:

_____ _____

Clerk Chair

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

I, the duly qualified and acting Clerk of the School Board of Independent School District No. 709, located in Duluth, Minnesota, do hereby certify that I am the official custodian of the records of the School District, and that I have compared the attached copy with the original records of the School District, and that it is a true and correct transcript taken from the records of a meeting of the School Board, held at the City of Duluth, Minnesota, on November 19, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of said Independent School District No. 709, this 19th day of November, 2026.

_____
Clerk

RESOLUTION

Non-Certified Business Division Administrators' Association

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Non-Certified Business Division Administrators' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2025 to June 30, 2027, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

Resolution HR-11-26-4190 November 17, 2026

HUMAN RESOURCES ACTION ITEMS FOR: November 9th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
ANDERSON, GWENDOLYN T	LTS SPED RESOURCE SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 0.6, WOBSCHALL K.	10/30/2026
BENSON, WILLIAM E	LTS SPED RESOURCE TEACHER/LPMS, (MA+15) IV, 9, 1.0, SCHICK C.	10/28/2026
HANNU, DEBRA A	LTS ELEMENTARY ART SPECIALIST/MYERS-WILKINS, (MA+45) IV, 9, 1.0, KOVALA L.	12/07/2026
HEWITT OROBONA, STACEY A	SPED RESOURCE TEACHER/DENFELD, (MA+45) IV, 9, 1.0, ANDERSEN J.	11/30/2026

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
HOLMAN, JOEL O	CTE AUTOMOTIVE - DENFELD HS	10/21/2026
RENNQUIST, APRIL C	GRADE 3- PIEDMONT	11/25/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
KRIZAJ, ERIN S	GRADE 2 - HOMECROFT ES	06/11/2027
ZYCHOWSKI, DOUGLAS J	SPED SECONDARY RESOURCE - DENFELD HS	06/11/2027

CERTIFIED PRESUMED RESIGNATION	POSITION	EFFECTIVE DATES
THOMPSON, JESSICA E	MUSIC TEACHER - HOMECROFT ES/LOWELL ES	06/05/2026
TRUITT, ADAM W	DEAN OF STUDENTS - LINCOLN PARK MS	06/05/2026

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ANDERSON, KENDRIC A	SPED CHILD SPECIFIC PARA SETTING III/IV/DISTRICT WIDE, 24/38WKS, $21.90/HR	10/28/2026	
BAHEN, FRANK J	HOURLY MONITOR/LOWELL, UP TO 23 HRS/38WKS, $15.00/HR	10/26/2026	
FLEMING, BENJAMIN A	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, $20.86/HR,	10/28/2026	
HAMILTON, ALISON L	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 30/38WKS, $16.31/HR	11/02/2026	
KOZLOVSKI, CIDNE C	HOULRY MONITOR/LOWELL, UP TO 23HRS/38WKS, $15.00/HR	10/29/2026	
LEE, MONIKA LM	CAFETERIA MANAGER/ROCKRIDGE, 30/38WKS, $20.35/HR	10/07/2026	
NIELSEN, DUSTIN C	SPED BUILDING LTS/PIEDMONT, 31.25/38WKS, $19.61/HR, BUTLER A.	10/20/2026	
NORDWALL, HEATHER M	OSS-INTERMEDIATE/DCES, 40/52WKS, $20.23/HR	10/28/2026	
OPLAND, JASMINE K	PRESCHOOL PARA/DISTRICT WIDE, 39/38WKS, $20.80/HR, HETRICK E.	10/19/2026	
QUINTIAN URBINA, MARIANGELA D	HOURLY MONITOR/MYERS-WILKINS, UP TO 23HRS/38WKS, $15.00/HR	10/30/2026	
SANCHEZ, WENDY	LTS HEALTH ASSISTANT PARA/LINCOLN PARK, 13.5/38WKS, $27.23/HR	10/12/2026	
SMITH, TODD M	HOURLY DISHWASHER/DISTRICT WIDE, UP TO 12HRS/38WKS, $14.00/HR	10/20/2026	
SOTRES, AINE L	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, $15.00/HR	10/12/2026	
STAHLMAN, MIKAYLA L	NUTRITIONAL SERVICE ASST/DENFELD, 23.75/38WKS, $16.31/HR, SMITH E.	10/19/2026	
TA, MARIANNE	SPED PROGRAM PARA LTS/LAURA MACARTHUR, 31.25/38WKS, $20.86/HR, GOODREAU M.	10/09/2026	11/23/2026
WENZEL, LINDSAY M	HOURLY MONITOR/LAKEWOOD, UP TO 23HRS/38WKS, $15.00/HR	10/15/2026	
WILTZIUS, CRAIG J	SPED BUILDING WIDE PARA/ EAST, 33.75/38WKS, $21.00/HR, GUTHRIE R.	10/19/2026	
WITTKOP, DENISE R	NUTRITIONAL SERVICE ASST/EAST, 23.75/38WKS, $16.31/HR, HAMM A.	10/20/2026	
ESTES, GRACE L	PRESCHOOL PARAPRFESSIONAL/DISTRICT WIDE, 23/38WKS, $21.22/HR, MOENING S.	10/27/2026	

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
MAYVILLE, RICHARD A	SCHOOL BUS DRIVER - TRANSPORTATION	02/19/2027
MURRAY, EDWARD C	RESCINDED RETIREMENT	10/08/2026
MURRAY, EDWARD C	SECOND SHIFT ENGINEER 1 - STOWE ES	10/23/2026
WICK, JOAN L	HEALTH ASST LPN PARA - CONGDON PARK ES	12/18/2026

NON-CERT RESIGNATIONS	POSITION	EFFECTIVE DATES
BARONE, ASHLEY B	TECHNOLOGY CLERICAL - DW	10/16/2026
BRITTON, JEREMY O	NETWORK SYSTEM SPECIALIST - DW	10/16/2026
HAMM, ADRIAN R	CAFETERIA HELPER 1 - EAST HS	10/21/2026
KASZA, ALIZ	HRLY CAFE/PLAYGROUND MONITOR - LOWELL ES	10/09/2026
LABELLE, JENNIFER L	HIGH SCHOOL REGISTRAR CLERICAL - EAST HS	10/30/2026
MELDAHL, KAY L N	HRLY CAFE-PLAYGROUND MONITOR - LOWELL ES	10/08/2026
RENNEBERG, JESSICA L	COMMUNITY ED CLERICAL - DSC	10/30/2026
ROE, BREANNA L	HEALTH ASST LPN PARA - LINCOLN PARK MS	11/10/2026
WITTKOP, DENISE R	CAFETERIA HELPER 1 - EAST HS	10/21/2026

NON-CERT PRESUMED RESIGNATIONS	POSITION	EFFECTIVE DATES
NINE, PEYTON A	SCHOOL CUSTODIAN 1 -EAST HS	09/22/2026

DISPLACEMENTS	POSITION	EFFECTIVE DATES
ANDERSON, JOSEPH A	SPED CHILD SPEC SETTING III/IV - DENFELD HS	10/07/2026
GRYMALA, DIANE L	SPED CHILD SPEC SETTING III/IV - DENFELD HS	10/07/2026

DULUTH PUBLIC SCHOOLS

CLASSIFICATION DESCRIPTION

TITLE: ESndpoint Systems Specialist ~~Desktop~~

Title of Immediate Supervisor:	**Department:**	**FLSA Status**:
Director of Technology~~Manager of Technology~~	Technology	Exempt
Accountable For (Job Titles):		Non-Certified Business Division, Administrators' Association, Pay Class

General Summary or Purpose o~~O~~f Job:

This position is ~~R~~responsible for the operation and modernization of ~~the~~ ISD 709's technology endpoint ~~Windows~~ management ~~systems~~ with the exception of Google ChromeOS devices managed under the organization's Google admin console. End-user operating systems currently falling under this position's responsibility include Microsoft Windows and Apple iOS, though this list may evolve over time. Responsibilities include~~includ~~ endpoint~~ing~~ ~~Windows~~ updates, software ~~and~~ ~~application~~ deployment or~~and~~ maintenance,~~,~~ and operating system (OS)~~OS~~ imaging~~.~~. Position will ~~as well as~~ research and ~~procuring~~ recommend hardware system configurations to meet ~~district~~ end user needs. Position ~~Responsibilities include~~ d~~d~~esign~~sing~~, implement~~sing~~, and maintain~~sing~~ ~~Windows~~ endpoint management systems and associated products to support the district's curricular~~um~~ and administrative requirements. ~~;~~ Position trains and ~~l~~collaborates with~~eading and coordinating the work of the~~ district's technical support staff to provide a strong end user technology experience ~~the highest quality of system reliability, support and services to ISD 709 students and staff~~. The Endpoint Systems Specialist also provides~~; providing~~ assistance to ~~ISD 709~~ staff with technology problems requiring expert troubleshooting and ~~problem~~ analysis.

Duty No.	Essential Duties: (These duties and frequencies are a representative sample; position assignments may vary)	Frequency
1.	Oversee and maintain ~~Windows~~ endpoint management ~~system and~~systems and related products with the exception of the Google Admin console and ChromeOS devices. Coordinate device deployment processes. ~~including evaluating and implementing new features in coordination with district admin staff to meet~~Modernize the district's endpoint deployment and management strategy to stay current with evolving technology, evaluating and implementing new products and features to meet district needs. ~~the needs of end users.~~ Oversee, review and coordinate with district admin staff on complex issues involving driver compatibility, ~~local Windows~~ device security, BIOS/UEFI configurations ~~and updates, and ,~~ software ~~and application~~ updates. ~~as well as c~~Coordinate~~ing~~ with district staff to provide a secure student and staff ~~Windows~~ end user computing environment.	35% daily

2.	Subject matter technical expert: assists district employees and technology support staff with questions related to operating systems and Windows OS and the Windows OS endpoint management systems, Windows operating system Uupdates, district technology help desk, Active Directory user accounts related questions, Group Policy or device management functionalityconfiguration and, Windows endpoint security compliance and software updates.	35% daily
3.	Analyze and resolve complex end-user issues, to include that includes interpreting very large data log files. ; sSolicit vendor support when necessary.	10% daily
4.	Provide scripting and process automation services to enhance technology Windows operations for districtthe district.	10% weekly
	employees and technology support staff.	weekly
5.	Collaborate with technology department staff and leadership Systems Specialist Network, Systems Specialist Security and Technology Manager regarding access rights, security issues, storage, web filtering and firewall issues.	10% monthly
6.	Perform security investigations and audits related to endpoint operating systems the Windows OS, local and networkstorage drives, and software and application use audits. and Pprovide detailed reports related reports in requested formatsto hardware, software and audit logs. Cooperate and provide detailed information whenas requested for Windows endpoint related issues, sometimes involving outside agencies. This may, includeing sworn testimony with public officials, legal counsel and local or federal law enforcement agencies.	10% annually
7.	Assist and provide district technical guidance for online mandatory statewide student testing programs involving the district's Windows endpoint devicessystems.	10% annually
8.	Ascertain functionality of technology componentsEvaluate technical requirements of new district curriculum software, apps and web-based products. , aAdvise curriculum content specialists on technical specificationsrequirements for digital resources. Make recommendations for new endpoint hardware purchases., make recommendations and guide district deployments for Windows based systems.	5% annually
9.	Train Field Support Technicians on day-to-day technical processes and duties.	5% annually
10.	Analyze and audit Windows OS endpoint management system settings annually to ensure data security, avoid conflicts and maintain overall stability of operations for end users.	5% annually

11.	Other comparable duties as assigned.	Ongoing

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

- ❑ Bachelor's degree ~~(B.S. or B.A.) from a four-year College or University~~ in Computer Science, MIS, Business Technology, or 5 years of ~~direct~~ related work experience.
- ❑ A minimum of 3 years experience ~~as~~ administering Microsoft SCCM, Intune ~~administrator~~ or similar endpoint ~~Windows OS~~ management system in a ~~company or district~~ comparablye ~~in~~ sized organization. Cloud-based OS and application administration experience with products like Microsoft Intune, ~~Azure AD~~Microsoft Entra ID, Mosyle MDM or similar is highly desirable.
- ❑ Experience configuring and managing mobile devices (i.e. Apple iOS) is desirable.
- ❑ Or an equivalent combination of education and experience

Certification or Licensing Requirements (desirable):

Microsoft sSystems cCertifications
-OS Security Certifications
Mobile device management (MDM) training or certifications

Knowledge and Ability Requirements:

Requires knowledge of:

- Strong communication and listening skills
- Excellent organizational skills
- Excellent interpersonal skills, both oral and written
- Demonstrated leadership ability
- Ability to maintain confidentiality when necessary
- Ability to manage projects
- Proven leadership ability in dynamic complex technical environment
- Ability to communicate to management and vendor personnel regarding technical issues

Skill Requirements:

Skilled in:

- Experience with the specific operating systems, applications, or cloud systems used within the district:
  - Microsoft Systems Center Configuration Manager, Microsoft Intune or similar
  -
  - ~~Thorough knowledge of~~ Windows OS deployment and management
  - Mosyle Mobile Device Management or similar MDM for Apple iOS devices
  - Apple School Manager and Apple device deployment processes
  - Thorough understanding of securing and auditing the Windows OS environment
  - Experience managing policies and configurations in Windows Defender for Endpoint or similar anti-malware endpoint protection administration
  - Windows Server Update Services or similar
  - Experience with Deployment Imaging and Service Management (DISM)
  - Experience with Windows System Image Manager
  - Knowledge of Powershell and batch files
  - U~~Thorough u~~nderstanding of Microsoft & ~~KMS and MAK~~ Windows enterprise licensing ~~environments~~
  - Understanding of command based tools such as diskpart, ipconfig, nslookup, etc.
  - Experience with Windows driver management
  - Thorough understanding of Microsoft Active Directory, ~~and~~ Group Policy and Entra ID
  - Thorough knowledge of NTFS file system rights
  - Experience with data and security breach research and remediation
  - Knowledge of building and maintaining mandatory profiles for the Windows environment
  - Understanding of cloud-based management tools related to the Windows OS
- Ability to write scripts using one of more of the following
  - PowerShell
  - Shell scripting (for example, batch files to set permissions)
- Ability to write technical documentation for both end users and technical staff

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

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		☒		
Walk		☒		
Sit			☒	
Use hands dexterously (use fingers to handle, feel)				☒
Reach with hands and arms				☒
Talk and hear				☒
Lift & Carry: Up to 10 lbs.		☒		
Up to 25 lbs.		☒		
Up to 50 lbs.		☒		

General Environmental Conditions:

Majority of work time is spent either sitting or standing to accomplish day to day tasks and there are minimal environmental risks or disagreeable conditions.

General Physical Conditions:

Work can be generally characterized as:

Light Duty Physical Work: Daily work is performed either sitting or standing for long periods of time.

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

Job Classification History:

Draft June 15, 2022
Revised October 29, 2026

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Gregory Krueger, herein referred to as ***"Employee",*** and the School Board of Independent School District No. 709, Duluth, Minnesota (School District), herein referred to as the ***"Employer".***

In consideration of the mutual promises and agreements set forth below, Employee and the Employer agree as follows:

1. ***Employment.*** Employer hereby employs, engages and hires Employee as the Director of Technology, and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent or designee.
2. ***Duties.*** Employee agrees that they will at all times faithfully, industriously and to the best of their ability, experience and talents, perform all of the duties that may be required of and from their pursuant to the express and implicit terms hereof and to the reasonable satisfaction of Employer. Such duties shall be rendered at the School District and at such other places as Employer shall in good faith require or as the interest, needs, business or opportunity of Employer shall require. The Employee agrees to devote theirher attention, knowledge and skills solely to the business and interest of the Employer, a minimum of eight (8) hours per workday. Flexibility to this schedule can be approved by the Superintendent or designee. Employee shall make available to the Employer all information of which Employee shall have any knowledge as it relates to business or operations of the Employer and shall make all suggestions and recommendations that will be of a mutual benefit to Employer, the business and operation of the Employer and to the Employee.
3. ***Term of Agreement.*** This Agreement shall commence effective July 1, 2026August 4, 2025 and continue until June 30, 2027June 30, 2026. At the conclusion of this term, neither party shall have any further claim against the other and Employee's employment with the School District, as the Director of Technology shall cease. In the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
4. ***Termination.*** Employer expressly reserves the right to discharge for cause and to cancel this Agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: conviction of a felony, fraud, moral turpitude, continual insubordination, drunkenness, embezzlement, material violation of the terms of this Agreement or any other cause set forth in the School District Civil Service Board Rule 17.2. In any such case of discharge, cancellation or termination, written notice thereof shall be given to the Employee and shall be effective as of the date mailed in accordance with this Agreement, or, if delivered, upon delivery to the Employee unless the written notice specifies a later date.
5. ***Salary.*** Employer shall pay Employee, and Employee shall accept from Employer in full payment for Employee's services, an annual salary of $131,634128,111. The contract year, fifty-two (52) weeks, is defined as commencing on July 1 of any year and terminating on the next June 30.
6. ***Expenses.*** The School District shall pay all legally valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies. All expense statements submitted by Employee shall be in conformity to policies of the Board of Education. Employee shall file itemized expense statements to be processed and approved as provided by law. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of theirher duties for the School District. Employee shall file itemized and verified claim statements for such expenses with the Superintendent or designee in accordance with the laws of the state of Minnesota and the policies of Employer. Superintendent or designee shall approve all travel outside the District. Employer will pay a mileage allowance to Employee for use of theirher personal vehicle in the course of the employment of the Employer, per School Board Policy and regulations.
7. ***Cellular Phone Allowance:*** The School District shall provide the Employee with a monthly allowance of $75.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District $10.00 monthly for personal use.
8. ***Vacation/Holiday.*** The Employee shall earn annual paid vacation and be entitled to be paid holidays as set forth in Article IV of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Vacation days are to be scheduled with the Superintendent or designee approval.

9. ***Health*** & ***Hospitalization.*** The School District shall make available to the Employee the same group health insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance for the Employee and their dependents as are paid for employees in the teacher bargaining unit and their dependents.
10. ***Dental.*** The School District shall make available to the Employee the same group dental insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance as the Employee and their dependents are paid for employees in the teacher bargaining unit and their dependents.
11. ***Life Insurance.*** Group term life insurance in the amount of $50,000 shall be provided at no cost to the Employee. Optional supplemental life in the amount of $50,000 and dependent life insurance will be made available at the Employee's cost.
12. ***Long Term Disability (LTD).*** The School District shall provide at the School District's expense, long-term disability (LTD) coverage for Employee in the School District's group plan.
13. ***Health Care Savings Plan (HCSP).*** A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 26th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.
    a. ***Eligibility.*** The employee shall be eligible for the benefits provided by this Section if they meet the eligibility requirements set forth in the bargaining agreement. Employee must be 1) at least age fifty-five (55) or disabled as defined by PERA, and 2) eligible for PERA benefits at the time of retirement, shall be eligible for contribution of unused sick leave benefits as defined below to the employee's HCSP. The employee must give written notice of retirement to Human Resources three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause. The employee may retire after such time limits with the approval of the Superintendent and may receive the benefits under the HCSP.
    b. ***Maximum Days.*** The number of unused and accumulated sick leave days up to a maximum of two hundred ten (210) days.
    c. ***Discount Calculation.*** The amount of unused and accumulated sick leave days above, less 100 days, multiplied by the employee's daily rate of pay (DRP), will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
    d. ***Participation in the District's Health Plan.*** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the District.
14. ***Sick Leave.*** The Employee shall accumulate sick leave as set forth in Article 7.4 of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Rules governing use of sick leave for the purpose of personal illness, family illness, and death in the family contained within Article 7 shall apply. There will be no cash payment for unused sick leave.
15. ***Individual Retirement Plan.*** Employer shall, in accordance with its practice and policies and at the request of Employee, withhold from salary and transfer or pay such sums as the Employee shall designate to a tax-deferred or tax-sheltered annuity program as permitted by law and selected by Employee.
16. ***District*** & ***Federal Retirement Funds.*** Employee shall be a member of the PERA and agrees that the Employee's contribution to said fund, to FICA, all other deductions required by law, and all deductions authorized by the Employee in advance in writing and approved by the School Board shall be deducted from theirher salary.
17. ***Dues.*** Employee is encouraged to belong to appropriate professional, educational and civic organization where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues in approved organizations up to a total of twelve hundred ($1200) per year. Employee shall present appropriate statements for approval as provided by law.

18. Tax-Sheltered Annuities. The School District shall contribute to a 403(b) tax-sheltered annuity on behalf of the Employee. The District's contribution shall be a dollar-for dollar match of the voluntary employee contribution, up to a maximum annual District contribution of $one thousand five hundred ($1,500) dollars. The matching contribution is made pursuant to the provisions of Minnesota Statute § 356.24. Employee must establish a 403(b) account with one of the District's approved vendors and complete a Salary Reduction Agreement form to receive the match. The District shall have no liability for the investment performance of the plan.

~~***18.***~~***19. Indemnification & Provision of Counsel.*** In the event that an action is brought or a claim is made against Employee arising out of, or in connection with Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein, shall be subject to the limitation of Minnesota Statutes Chapter 466.

~~***19.***~~***20. Arbitration.*** Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration in the City of Duluth, Minnesota, in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered may be entered in any court having jurisdiction thereof.

~~***20.***~~***21. Complete Agreement.*** This writing contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. This Agreement is subject to the laws of the State of Minnesota and all rules, regulations, and policies and amendments. It is understood and agreed that the Employee is not under a contract of employment for any period covered by this Agreement except with the Employer and that this Agreement constitutes a binding legal contract for the term set forth, the breach of which will result in liability for damages. The parties stipulate that neither of them has made any representation including the execution and delivery hereof, except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they or it has relied on their or its own judgment and in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with their or its dealing with the other. No waiver, modifications, or amendment of this Agreement or of any covenant, condition or limitation herein contained, shall be valid unless it is in writing, approved by the School Board and executed by Employee and the authorized officers of employer.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duluth, Minnesota this 17th of November 2026. ~~7th day of July, 2025.~~

EMPLOYEE

_____
Gregory Krueger

INDEPENDENT SCHOOL DISTRICT NO. 709

_____
Chair of the Board

_____
Clerk of the Board

EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota **"School District"** enters into this Contract with Jill Larson, herein referred to as **"Employee".**

In consideration of the mutual promises and agreements set forth below, Employee and the School District agree as follows:

I. Employment: The School District hereby employs, engages and hires Employee as Executive Director of Finance and Operations and the employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.

II. Duties: Employee agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at her discretion and with communication with the Superintendent.

III. Duration. Subsequent Contract. Expiration. Termination During the Term, Mutual Consent & Contingency:

A. Duration. This Contract is for a term of three (3) years commencing on your start date of December 14, 2026, ending June 30, 2029. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.

B. Expiration. This Contract shall expire at the end of the term specified in Ill, A hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless a subsequent Contract is entered. However, in the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.

C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause as defined in Minnesota Statute 5122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute S122A.40 shall not be applicable. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date

as determined by the School Board, and the Employee shall have no further claim or recourse.

D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.

E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of salary and continuation of district paid health benefits for twelve (12) months.

F. Resignation: The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

A. Basic Work Year. The Employee's duty year shall be for the entire length of the twelve (12) month Contract year, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

B. Vacation. The Employee shall earn twenty-five (25) working days of annual paid vacation each Contract year. Unused vacation may carry over into the future duty years with a limit of one-hundred (100) days available vacation at any point during the contract period. Employee shall be entitled to payment for any hours in excess of one-hundred (100) days. Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The daily rate of pay will be based on 260 days per year.

   a. Vacation time is to be coordinated with the Superintendent of Schools in order to maintain a protocol for leadership within the School District.

C. Holidays. The Employee shall be entitled to ten (12) paid holidays each Contract year as designated by the School District.

- New Year's Day, January 1
- Martin Luther King Jr. Day, the third Monday in January
- President's Day, the third Monday in February
- Memorial Day, the last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, the first Monday in September
- Convention Day in October
- Thanksgiving Day, the fourth Thursday in November
- The day after Thanksgiving
- Christmas Eve Day, December 24
- Christmas Day, December 25

D. Sick, Family & Personal Leave.

   a. Sick Leave. The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of 90 days. The value of unused sick leave that accumulates in excess of ninety 90 days shall be contributed annually to the employee's 403B Plan/457b. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan after the end of each fiscal year. The daily rate of pay will be based on 260 days per year. upon retirement,

resignation or termination of employment, any remaining amount will be contributed to the employee's 403B/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan.

b. Family Leave. The Employee shall be allowed a maximum of thirty (30) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family shall constitute members of the immediate family of the Employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition to the above the Employee may use more than -thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).

E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.

F. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.

a. Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.

G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.

H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.

I. Jury Duty/Personal Leave:

a. The Employee will receive his/her regular contractual salary while on jury duty, with jury pay. The Employee shall be entitled to three (3) personal leave days per year.

J. School-Related Injuries: An Employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay

for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.

V. Insurance:

A. Health & Hospitalization. The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution equivalent to the difference between the single and family coverage annual District contribution for each of the Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

B. Dental. The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.

C. Life Insurance. The School District shall provide, at the expense of the School District, term life insurance for the Employee under the School District's group life insurance plan in the amount of $100,000 payable to the Employee's named beneficiary. Employer will provide an additional $100,000 coverage to employee if requested and approved by the carrier based on insurability. The acceptance of coverage over $50,000 triggers additional coverage amounts to be taxable.

D. Long Term Disability Insurance. The School District shall provide, at the expense of the School District, long term disability insurance coverage for the Employee under the School District's group plan.

E. Liability Insurance. The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.

F. Claims Against the School District. The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

G. Tax-Sheltered Annuities. The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The District shall make an employer contribution for the benefit of the Executive Director of Finance and Operations such plan in the sum of $12,000 for each of the contract years. The District shall make such contribution and the contribution shall be accrued by the Executive Director of Finance and Operations

H. in equal monthly installments.

I. Cellular Phone. The School District shall provide the Employee with a monthly allowance of $75.00 or follow the district's cell phone policy should one be implemented, whichever is greater for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District $10.00 for personal use.

J. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to ali meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.

VII. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VIII. Compensation:

A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below and which is equal to 79% of the Superintendent annual salary. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

Salary		
2026-2027	2027-2028	2028-2029
$189,600	$189,600	$189,600

IX. Other Provisions:

A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Executive Director of Finance and Operations. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by School Board policy. The Employee shall present appropriate statements for approval as provided by law.

D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days times the number of full or partial years of continuous service

to the District plus the number of remaining sick leave days remaining (not to exceed six months' pay). Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403b/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article III paragraph C.

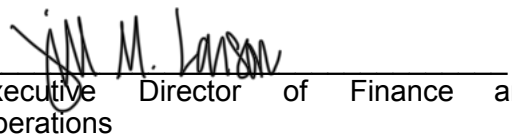
E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware and portable printer. The employee will be responsible for internet requirements.

X. Severability:

If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 30 day of OCT 2026.



Executive Director of Finance and Operations

IN WITHNESS WHEREOF, we have subscribed our signatures this __ day of ___ 2026

_____
School Board Chair

_____
School Board Clerk

Duluth Public Schools

HR/Business Services Committee Monthly Fund Balance Report
November 9, 2026 Committee Meeting

BUDGET SUMMARY

11/03/26

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	**$ 141,116,021.10**	$ 20,574,472.37	$ 10,188,659.42		$ 110,352,889.31	22%
		revenue adjustment 1 of 3						
Food Service	2	$ 6,283,279.34	$ 6,283,279.34	$ 52,248.16	$ 546,457.91		$ 5,684,573.27	10%
Transportation	3	$ 3,892,699.02	$ 3,892,699.02	$ 1,199,131.18	$ 177,647.96		$ 2,515,919.88	31%
Community Ed	4	$ 7,968,395.16	$ 7,968,395.16	$ 1,103,203.61	$ 418,467.98		$ 6,446,723.57	14%
Operating Capital	5	$ 6,368,094.59	$ 6,368,094.59	$ 378,113.46	$ 79,954.72		$ 5,910,026.41	6%
Building Construction	6	$ -	$ -	$ -	$ -		$ -	
Debt Service Fund	7	$ 28,913,419.16	$ 28,913,419.16	$ 2,031,940.77	$ 5,781,065.47		$ 21,100,412.92	7%
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	$ 322,032.35	$ -		$ 879,093.65	27%
Student Activity	79		**$ 568,463.34**	$ 50,565.73	$ -		$ 517,897.61	9%
REVENUE	**TOTALS**	**$ 199,009,047.31**	**$ 196,616,497.71**	**$ 25,711,707.63**	**$ 17,192,253.46**	**$ -**	**$ 153,712,536.62**	13%

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		s/b
	FUND	Jul-26	JULY 25-26	July - June	July -June		July - June		
General	1	$ 143,906,946.31	$ 144,266,001.24	$ 32,226,001.24	$ 4,536,253.33		$ 107,503,746.67	25%	25%
Food Service	2	$ 6,364,884.00	$ 6,364,884.00	$ 984,576.58	$ 2,882,078.62		$ 2,498,228.80	61%	
Transportation	3	$ 8,001,308.74	**$ 8,001,308.74**	$ 1,762,172.35	$ 508,565.37		$ 5,730,571.02	28%	
		Fuel expense adjustment	**$ 500,000.00**						
Community Ed	4	$ 7,855,857.50	$ 8,006,966.50	$ 1,720,238.36	$ 56,593.37		$ 6,230,134.77	22%	
Operating Captial	5	$ 5,995,679.92	$ 5,995,679.92	$ 3,494,573.99	$ 1,444,291.96		$ 1,056,813.97	82%	
Building Construction	6	$ -	$ -	$ 4,962,146.24	$ 5,109,313.43		$ (10,071,459.67)		
Debt Service Fund	7	$ 28,453,464.48	$ 28,453,464.48	$ 1,199,582.42	$ -		$ 27,253,882.06	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	$ 399,749.10	$ -		$ 910,078.90	31%	
Student Activity	79		$ 568,463.34	$ 129,624.56	$ 26,197.60		$ 412,641.18	27%	
EXPENSE	**TOTALS**	**$ 202,173,810.95**	**$ 203,752,438.22**	**$ 46,878,664.84**	**$ 14,563,293.68**	**$ -**	**$ 141,810,479.70**	30%	

October 2026 - Checks/ACHs Issued

	Starting #	Ending #	Amount
Checks	733690	734338	$ 4,394,632.02
EFTS (EOM)	4871	4902	$ 6,629,896.75
ACHs (PR & Emp Reimb)	240878	243937	$ 4,891,377.96

Extra Curricul	Fund 01 Prog 298
Revenue	$ 82,108.11
Expense	$ 117,911.29

LB | CARLSON

952.224.1627
anielsen@lbcarlson.com
www.lbcarlson.com

MEMORANDUM

DATE: 11/4/2026

TO: MDE Financial Management

FROM: Aaron Nielsen, CPA

RE: ISD #709, Duluth – Trust Fund Presentation Changes

This memo is in response to my call with Deb Meier on November 3, 2026, as a follow up to the email on October 13, 2026, and prior discussions between ISD #709, Duluth Public Schools (the District) and members of the MDE Financial Management Team (MDE).

- For FY 2026 – LB Calson, LLP has engaged with the District to complete the annual audit. We understand that the District has been working with the MDE to make a change in presenting activity that has been reported on the UFARS compliance report as Fund 08 – Trust Fund. Based on our audit testing, assessment, and understanding provided by inquiry and discussions with the District; trust documents are not available to support the presentation as a trust fund. As required by GASBS No. 84 and UFARS reporting guidance provided by the MDE, we agree/support the District's plan to move these resources to the General Fund. The alternative would be for the District to obtain trust agreements/documents to support the establishment of a separate trust arrangement and trust fund. The District does not plan to establish trust documents.

- We believe the presentation was based on guidance available at the time the fund originally was established and used to track resources for a specific purpose for benefit expenditures. With the loss of institutional knowledge with the retirement/turnover of District staff, we understand the District has maintained the fund with minimal annual activity.

- The intention of this memo is to provide information and finalize prior discussions on this topic with the MDE. The District also wants to ensure this presentation does not violate any laws or regulations that are required to be enforced by the MDE as an oversight agency to the District and requests an affirmative response to this reporting change.

- Based on our research and discussions, the District intends to report this financial statement modification as a "Change to or within the Financial Reporting Entity" with the submission of the fiscal year 2026 audit report in accordance with the requirements of GASBS No 100, *Accounting Changes and Error Corrections*.

- Financial statement reporting would present beginning Trust Fund net position that would match the prior year audited financial statements with a direct adjustment to beginning net position, changing the restated balance to zero. There would be a matching/offsetting adjustment to the General Fund beginning fund balance for the amount moved out of the Trust Fund. The financial statements will include a footnote disclosure also explaining this change as required by GASBS No 100.

- This approach should not cause any discrepancies for UFARS Compliance Table reporting and with MDE approval we plan to submit all required reports by the current year reporting deadlines.

Fundraisers Reported
October 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
Denfeld	PBIS Team	$1,000.00	Bagging groceries at Super One
Denfeld	Denfeld Cheerleading	$1,800.00	Volunteering at the Haunted Shack
East	Black Student Association & School wide	$1,000.00	Collecting monetary funds during lunches to support Laura Macarthur Giving Tree Program
East	Boys Basketball	$2,500.00	Selling Kettle River Pizzas
Lester Park	Current 4th Graders who will be participating in our Fall Wolf Ridge Trip	$500.00	Sponsor a Letter. Students will have the opportunity to ask friends and family to sponsor a letter WOLF RIDGE. Letter have different amounts. 100% of this fundraiser will go to the individual scholar.
Lester Park	4th Graders	$800.00	Concessions at the PTA Halloween Dance
Lincoln Park	Lincoln Park Music Department	$100.00	Spirit Wear Order
K.E.Y. Zone afterschool programming/ Community Education	K.E.Y. Zone afterschool program	$4,500.00	Fall Giving Thermometer campaign

ICS / Garland

Duluth Public Schools

Every Student. Every Day.

2027 Roof Replacement Project

Ordean East Middle & Homecroft Elementary

Bid Schedule

Dates	Activities
October 7th, 2026	Pre-bid Meeting - Roofing Contractors Ordean East Middle at 10:00AM
October 28th, 2026	Omnia Proposal, Deliver to District 11:00am @ facilities office
November 9th, 2026	Finance Board, Review Proposal
November 17th, 2026	School Board Approval

Construction Schedule

Dates	Activities
June 11th, 2027	Roofing Work Begins
August 27th, 2027	Roofing Work 100% Completion
September 10th, 2027	Sheet Metal Work 100% Completion

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

ROOFING MATERIAL AND SERVICES PROPOSAL

Duluth Public Schools
Homecroft Elementary School
4784 Howard Gnesen Rd
Duluth, MN 55803

Date Submitted: 10/27/2026
Proposal #: 25-MN-261113
MICPA # PW1925

RFP #349 - Homecroft Elementary School

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

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

Scope of Work: Base Bid
Section A, B, E, F, G, H, M

1. Tear Off & Preparation – aall bidding contractors are responsible to field measure and verify existing core data as needed to accurately bid the project. Remove the existing roof system and sheet metal down to the top surface of insulation. Dispose of all debris in a certified landfill. Any wet insulation shall be replaced per the unit price found on the bid form. Proper change notice form must be submitted and signed for approval.
2. New Insulation - Install ½" wood fiber recovery board throughout the entire field of the roof. Mechanically fasten the insulation 1 fasteners per 2 square feet, include Factory Mutual requirements perimeter & corner enhancements. Roofing contractor must add wood nailers in order to meet or exceed flashing height requirements as detailed and in order to meet minimum manufacturer flashing requirements.
3. Install tapered saddles, crickets, 12'X12' drain sumps to ensure positive drainage throughout the entire roof area. Crickets and saddles shall slope twice that of the field of the roof, ½" per foot.
4. Install the new KEE Hybrid System as specified.
5. Install the new KEE Hybrid flashings as specified and detailed.

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

Section C, I, J, K, L, N, O, P

1. Tear Off & Preparation – all bidding contractors are responsible to field measure and verify existing core data as needed to accurately bid the project. Remove the existing roof system and sheet metal down to the top surface of insulation. Dispose of all debris in a certified landfill. Any wet insulation shall be replaced per the unit price found on the bid form. Proper change notice form must be submitted and signed for approval.
2. New Insulation - Calculate the R-value for the existing insulation. Install additional polyisocyanurate to meet or exceed R-35 (existing & new combined).
3. Install tapered saddles, crickets, 12'X12' drain sumps to ensure positive drainage throughout the entire roof area. Crickets and saddles shall slope twice that of the field of the roof, ½" per foot. Mechanically fasten insulation according to Factory Mutual standards including perimeter & corner enhancements. Contractor to submit insulation shop drawings for approval.
4. Install ½" wood fiber recovery board set into solid moppings of Type III hot asphalt. Stagger all insulation joints from underlying layers.
5. Install the new modified bitumen roof system as specified.
6. Install the new modified bitumen flashings as specified.
7. Install the new flood coat and gravel surfacing at specified.
8. Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

Section D / Standing Seam

1. Tear Off & Preparation - Remove the existing roof system and sheet metal down to the top surface of polyisocyanurate insulation. Dispose of all debris in a certified landfill. Any wet insulation shall be replaced per the unit price found on the bid form. Proper change notice form must be submitted and signed for approval.
2. New Insulation – Install one layer of ½" high density polyisocyanurate insulation throughout the entire field of the roof.
3. Prime the field of the roof with Carlisle CCW-702 primer. Install one layer of Rmer Seal self adhering underlayment throughout the entire field of the roof.
4. Install the new 16" standing seam roof system as specified using bearing plates at all clip locations.
5. Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

BASE BID:

Proposal Price Based Upon Market Experience:	**$ 1,897,461**

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

AW Kuettel & Sons, Inc.	**$ 1,897,461**
Palmer West Construction Company, Inc.	**$ 3,109,599**
Berwald Roofing Company, Inc.	**$ 3,426,629**
McDowall Company	**$ 3,469,412**
Jamar Company	**No Bid Submitted**
Peterson Bros. Roofing & Construction, Inc.	**No Bid Submitted**

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

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

Clarifications/Exclusions:

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

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

Respectfully Submitted,

Matt Egan

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

Kelly Durick Eder, Board Chair

ICS / Garland

Duluth Public Schools

Every Student. Every Day.

2027 Roof Replacement Project

Ordean East Middle & Homecroft Elementary

Bid Schedule

Dates	Activities
October 7th, 2026	Pre-bid Meeting - Roofing Contractors Ordean East Middle at 10:00AM
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Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Duluth Public Schools
Ordean East Middle School
2900 E 4th Street
Duluth, MN 55812

Date Submitted: 10/27/2026
Proposal #: 25-MN-261226
MICPA # PW1925

RFP #350 - Ordean East Middle School

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

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

Scope of Work: Base Bid
Section A, B, C, D

1. Tear Off & Preparation – all bidding contractors are responsible to field measure and verify existing core data as needed to accurately bid the project. Remove the existing roof system and sheet metal down to the top surface of insulation. Dispose of all debris in a certified landfill. Any wet insulation shall be replaced per the unit price found on the bid form. Proper change notice form must be submitted and signed for approval.
2. New Insulation - Calculate the R-value for the existing insulation. Install additional polyisocyanurate to meet or exceed R-35 (existing & new combined). Mechanically fasten the new insulation using OMG PolymerGyptec fasteners, with a 2" embedment. Install fasteners at a rate of 1 per 2 square feet. Corner & perimeter enhancements per FM requirements.
3. Install tapered saddles, crickets, 12'X12' scupper sumps to ensure positive drainage throughout the entire roof area. Crickets and saddles shall slope twice that of the field of the roof, ½" per foot. Contractor to submit insulation shop drawings for review.
4. Install ½" wood fiber recovery board set into solid moppings of Type III hot asphalt. Stagger all insulation joints from underlying layers.
5. Install the new modified bitumen roof system as specified.

6. Install the new modified bitumen flashings as specified.
7. Install the new flood coat and gravel surfacing at specified. Gravel surfacing on Section C shall not exceed 4lbs/square foot.
8. Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

BASE BID:

Proposal Price Based Upon Market Experience:	**$ 1,449,391**

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

Peterson Bros. Roofing & Construction, Inc.	**$ 1,449,391**
Palmer West Construction Company, Inc.	**$ 1,527,881**
Berwald Roofing Company, Inc.	**$ 1,725,050**
McDowall Company	**$ 1,908,654**
Jamar Company	**No Bid Submitted**
AW Kuettel & Sons, Inc.	**No Bid Submitted**

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

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

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

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

Respectfully Submitted,

Matt Egan

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

Kelly Durick Eder, Board Chair

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: **RFP #351 OEM BOILER INSTALLATION**

Date: November 6, 2026

RFP #351 is the installation of three (3) Fulton Boilers at OEM

Four (4) were solicited with one (1) vendor responding with the following results:

VENDOR	**TOTAL**
AG OBRIEN	$ **102,434.00**
JK MECHANICAL	DID NOT SUBMIT A BID
AW KUETTLE	DID NOT SUBMIT A BID
JAMAR MECHANICAL	DID NOT SUBMIT A BID

The Facilities Department, Bryan Brown and Design Tree Engineering reviewed the bid.

Bryan Brown, Facilities Manager, recommends accepting and awarding RFP #351 meeting specifications as submitted, by AG OBRIEN in the amount of **$102,434.00.**

Program: Facilities

Fund Custodian: Bryan Brown, Facilities

Expenditure Contracts Signed
October 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**
Audit Labs	$20,000.00	Technology (DU)	Annual cybersecurity testing procedure
Freshdesk	$5,429.00	Technology (DU)	Heldpesk software system through this coming summer
Many Rivers Montessori	TBD (.38/mile)	Transportation (DR)	Transportation mileage reimbursement 2026-27 as requested by guardian of student(s)
Duluth YMCA	$8,424.00	TLE (DU)	Physical education space at Duluth YMCA for LIFE students for 2026-27 school year
Savvas Learning Company	$3,500.00*	TLE (DU)	Training for the use of SuccessMaker as a tool to complement the pilot resource, Envision.
Christina Woods	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Tadd Johnson	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Thomas Howes	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Adela Alvarez	60.00/person for CPR course	TLE (DR)	Provided services on Professional Development Day 10/19/26
Emma Boshey	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26

Apollo Christjohn	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Jennifer Garbow	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Ricky DeFoe	$750.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Linda LeGarde	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Ami Agaton Howes	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Gimiwon Nahgahnub	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Nichole Diver	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Joseph Karty-Schweizer	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Hope Hrabik	$250.00*	TLE (DR)	Provided services on Professional Development Day 10/19/26
Michael Kesner	$1,400.00*	Am. Indian Edu. (DR)	Drumming at EHS and DHS
Kim Robinson	$325.00*	Dept. of Equity (DR)	Co-group leader and advisor for Diamond and Pearls Afterschool Mentoring Program.
Perspectives Consulting, LLC.	$396.65*	Early Childhood (DR)	Onboarding/transition services for Julie Midas
Pete Lancrete	$200.00*	Early Childhood (DR)	DJ entertainment services at Lowell ES
Adela Alvarez	$4,300.00*	Lester Park ES (DU)	Lester Park Spanish Club Administrator
Wolf Ridge, ELC.	TBD	Lester Park ES (DR)	2027 Wolf Ridge Field Trip Agreement for 5th grade students (pricing changes annually)
Hannah Baldus	$2,000.00*	East HS (DU)	Set design, painting for drama dept.
Celesta Brainard	$1,500.00*	East HS (DU)	Choreographer for drama dept.
Tori Wright	$1,500.00*	East HS (DU)	Music director for drama dept.

Patrick Mulcahy	$5,000.00	East HS (DU)	Services for drama dept. performance

audit labs

Internal & External Penetration Test

Prepared for:
Duluth Public Schools (ISD 709)
Greg Kruger
gregory.krueger@isd709.org

audit labs

STATEMENT OF WORK

Internal & External Penetration Test

Duluth Public Schools (ISD 709) *Date Created: 10-06-2026*

Objective

The objective of the penetration test is to assess the security of Duluth Public Schools' internal and external-facing systems and networks from the perspective of an attacker. This test aims to identify and exploit vulnerabilities that could be leveraged to gain unauthorized access or compromise sensitive information.

Approach

This is a gray box penetration test (credentialed and uncredentialed assessment) of the technical security controls of Duluth Public Schools' internal and external network. We will leverage the Internet and information that you provide us.
The test consists of three phases:

- External Security Assessment
- Internal Security Assessment
- Documentation and Reporting

Total testing time: Up to nine days of testing and one and a half days of reporting, for 84 total hours.

External Security Assessment: This phase provides an external view through the lens of a threat actor by evaluating the resiliency of the organization's network perimeter. We will work to discover the technical weaknesses exposed to the Internet.

- Open-Source Reconnaissance (OSINT): Strategic use of publicly accessible resources to gather information about the organization, such as the technologies in use and potential usernames. This intelligence informs targeted strategies in later phases of testing.
- Port Scan: Systematic probing of servers and network devices to identify which ports are open and listening, revealing which services are active and potentially vulnerable to exploitation.
- Vulnerability Scan: Systematic examination of systems and networks with specialized scanning tools to identify and quantify security vulnerabilities.
- Manual and Automated Exploit Attempts: A diligent search for vulnerabilities that automated scans may not detect, exploiting known issues, assessing the associated risk, and documenting any mitigating controls in place.
- Password Attacks: Attacks that use open-source intelligence and documented vulnerabilities to test password policies, account lockout procedures, and multi-factor authentication. Password spraying and other techniques that risk account lockouts will be performed only if approved during the scoping call.

Internal Security Assessment

IT Audit Labs will place a small form factor testing device on the District's internal network to simulate an attacker who has gained an initial foothold, such as through a successful phishing attempt. Testing proceeds in two stages:

- Uncredentialed testing: Monitor and analyze internal network traffic to identify methods of capturing credentials, enumerate the environment, and identify paths to elevate privileges and reach high-value assets such as domain controllers.
- Credentialed testing: Using a standard (non-administrative) domain user account provided by the District, enumerate and scrutinize the network to identify and exploit vulnerabilities, with the goal of escalating privileges and accessing sensitive data.

Project Timeline

Post-SOW Scoping Call

A scoping call (approximately one hour) with key personnel from the Duluth Public Schools and IT Audit Labs project teams to discuss and finalize the scope of work. Goals and deliverables:

- Identify the goals of the penetration test.
- Establish success metrics.
- Determine testing methodology
    - Adversarial attack/defend
    - Audit-only with no active defense
    - Assumed breach / full-service
- Identify key project team members at IT Audit Labs and Duluth Public Schools:
    - Emergency points of contact
    - Working-hours points of contact
- Identify the project scope:
    - Internal subnets
    - External subnets
    - Internal defenses
    - External defenses
    - Critical and out-of-scope systems
- Identify credentials to be used for vulnerability scanning, and provide the District with instructions to create credential groups if necessary.
- Identify any out-of-scope attack tactics (for example: phishing, credential harvesting, brute-forcing, DoS/DDoS).
- Provide a communication plan for the duration of the penetration test.
- Confirm that an IT Audit Labs testing device with preconfigured tools will be provided and will be accessible externally.
- Confirm that access to the in-scope subnets can be provided.
- Confirm that firewall rules can be configured to allow remote access to the device from predefined IP addresses.
- Complete the Penetration Test Authorization Form for Duluth Public Schools signature.

External Assessment

- Scan each subnet with Tenable Nessus Professional, including credentialed scans, credentialed patch audits, and configuration scans.
- Review Nessus findings and categorize vulnerabilities into High, Medium, and Low priority.
    - Priorities will reflect not only the CVE score or scanner severity, but also ease of remediation and prevalence within the environment.
- Investigate the District's infrastructure presence on the open Internet, including DNS, subdomains, usernames and email addresses, and sensitive documents.
- Maintain communication throughout the process and meet with stakeholders and system owners to review findings and suggest remediation paths.

Internal Assessment

IT Audit Labs will use a combination of open-source and proprietary tools to examine the network security posture:

- Remote into the in-scope subnets and begin manual exploitation attempts of vulnerabilities identified through Nessus scanning.
- Attempt to capture valid network credentials with inline network access. Whether successful or not, obtain credentials to conduct further scanning with access to Active Directory.
- Manually enumerate possible vulnerabilities and exploit paths to compromise systems and bypass remediating controls.
- Test lateral movement throughout the environment.
- Determine the effectiveness of remediating controls by attempting to bypass EDR and firewalls.
- Collect information to produce a report explaining all attack paths, configuration errors, and penetration test findings.
- Monitor and record changes made throughout the environment to ensure a successful and expeditious cleanup after the test.
- Conclude the test by removing all tools, artifacts, code snippets, and configuration changes made during testing.

Reporting and Presentation

IT Audit Labs will provide Duluth Public Schools with an executive summary debrief at the completion of testing, including:

- Vulnerability assessment: A review of recommended remediations, prioritized within the District's vulnerability management plan.
- Penetration test: A review of exploit paths and findings.
- An executive-level report and a technical report outlining findings, recommended remediations, configurations, and tests.

Immediate Notification Protocol for Critical Findings

- Policy: Should a critical issue be discovered at any point during testing, we will immediately inform the project sponsor.
- Procedure: Upon identification of a critical vulnerability or security risk, the testing team will promptly communicate the finding to the designated project sponsor to ensure swift action and remediation.

Service Rates

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

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the project fee indicated below, unless updated in writing by IT Audit Labs as described in the note below.

Number of days (84 Hours)	10.5 Days
Total cost of project	$ 20,000*
Hourly rate for additional or out-of-scope services	$238

**50% due up front*

Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am to 8pm CST, Monday through Friday, excluding holidays observed by IT Audit Labs. IT Audit Labs Standard Rates are reviewed annually and increased based on prevailing economic factors, effective January 1 each year. In recognition of our partnership, IT Audit Labs will provide a rate concession on the then-current IT Audit Labs Standard Rates for Services provided under this Statement of Work.

Reimbursable Expenses

Expenses to be reimbursed by Client under this SOW, if any, are as follows:

- All materials, travel, and any other direct costs will be billed at actual cost.
- All out-of-pocket expenses as specified in the Agreement.
- One-way travel time is chargeable at fees defined in the Service Rates.
- Round-trip mileage will be charged in accordance with IRS standards.
- IT Audit Labs consultants are permitted to book direct flights and shorter layovers if the airfare is not considerably more than options with multiple stops and longer layovers.
- IT Audit Labs consultants are permitted to use Hertz for car rentals; IT Audit Labs has preferred rates with Hertz and related insurance coverage.
- IT Audit Labs consultants will retain receipts for all travel expenses. Detailed receipts will not be provided to Client unless requested to verify a travel expense.

Actual Charges

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

Software Licenses and Fees

As required, all proprietary and third-party software, license costs, and related fees are separate and will be agreed to in a separate Purchase and Sales Agreement, Quote, and/or End User License Agreement(s) between the applicable parties.

Invoice / Billing Terms

All invoices will be in U.S. Dollars (USD) and payable per the terms established in the Agreement. IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt, setting out the reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of receipt of Client's written notice, review the invoice in good faith for the purpose of resolving the dispute.

Critical Success Factors

- English will be used as the common business language.
- All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.
- Client agrees to provide, and IT Audit Labs will have access to, contacts within the District with understanding of District data and current business system applications.

- Client agrees to provide IT Audit Labs resources with online, local, and remote access capability, as well as appropriate workspace if on-site presence is required.
- As required, Client agrees to have in place any required on-site hardware and network with sufficient capacity to support all initiatives.
- Client agrees to provide commercially viable network communications necessary to support each business location.

Acceptance

IT Audit Labs:Jen Lotze

By: Jen Lotze

Title: Principal Consultant

Date: 2026-10-22

Duluth Public Schools (ISD 709): Greg Kruger

By: Simone Zunich

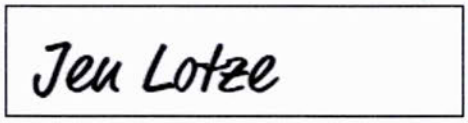
Title: Exec. Dir. Business Services

Date: 2026-10-22

CERTIFICATE *of* SIGNATURE

REF. NUMBER
GXTW5-IBAHO-7SSMT-CITRV

DOCUMENT COMPLETED BY ALL PARTIES ON
22 OCT 2026 13:51:47
AMERICA/CHICAGO

SIGNER	TIMESTAMP	SIGNATURE
EMAIL SIMONE.ZUNICH@ISD709.ORG	SENT 13 OCT 2026 15:11:08 VIEWED 20 OCT 2026 15:17:31 SIGNED 22 OCT 2026 13:35:38	 IP ADDRESS 24.158.25.244 LOCATION SUPERIOR, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 20 OCT 2026 15:17:31	
JEN LOTZE EMAIL JLOTZE@ITAUDITLABS.COM	SENT 13 OCT 2026 15:11:08 VIEWED 22 OCT 2026 13:51:24 SIGNED 22 OCT 2026 13:51:47	 IP ADDRESS 187.14.61.165 LOCATION OMAHA, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 22 OCT 2026 13:51:24	

Change Order Form

CUSTOMER INFORMATION	
Billing Contact information	**Shipping Contact Information**
Contact Name: James Rawlyk	Contact Name (Shipping):
Organization: Duluth Public Schools - ISD 709	Organization:
Email address: ap.vendor@isd709.org	Email address:
Phone:	Phone:
Bill-To Address: Duluth Public Schools - ISD 709 709 Portia Johnson Drive Duluth 55811 Minnesota MN United States	Ship-To Address: Same as Billing

Payment Terms:	Same as existing	**Payment Method:**	Same as existing
Contract End Date	Aug 01, 2027	**Contract Term**	Same as existing Terms
Billing Frequency:	Same as existing Terms	**PO Number (if applicable):**	

Product Instance ID	Product Instance Domain
84016	isd709.freshdesk.com

Type	Item Name	List Price	Net price/Unit	Quantity	Billing Effective Date	Billing End Date	Net Price
Product	Freshdesk - Pro Annual	$55.00	$24.75	24	Oct 28, 2026	Aug 01, 2027	$5429.00
						Total Net Price	$5429.00

COMMERCIAL TERMS

- The Prorated Charges specified on the Form are estimates only, actual charges may vary when the invoice is generated.
- Any prepaid unused fees will be provided as credits and will be adjusted against the next upcoming invoice of the above-mentioned instance.
- Additional costs for add-ons (if any in the existing Agreement) corresponding to the number of agents added will be applicable.
- All other commercial terms will be as per the existing Agreement.

TERMS

- Any applicable tax relevant to the particular State/Country will be levied depending on the shipping address.
- This Change Order Form is governed by the Freshworks Terms of Service found at https://www.freshworks.com/terms/, unless Customer has separate, written agreement, directly with Freshworks Inc. for the Services, Software, and products purchased hereunder, in which case such written agreement will control (the "**Agreement**").

- The Services, Software, and products listed above may have product specific terms associated with their use which are available at https://www.freshworks.com/terms/supplemental-terms/.
- This Order Form, when signed and submitted by Customer, shall become a binding agreement between the parties upon the earlier of: (a) signature by an authorized representative of Freshworks, or (b) Freshworks' processing of this Change Order Form and commencement of the Services, Software, and/or products purchased hereunder.
- By signing below, Customer represents that the signor is a duly authorized agent of Customer and hereby waives all claims to the contrary

Freshworks Inc.		**Customer**	
Name		Name	Simone Zunich
Title		Title	Exec. Dir. Business Services
Signature		Signature	Simone Zunich
Date		Date	10/29/26

Many Rivers Montessori

Guidelines for

TRANSPORTATION REIMBURSEMENT

2026-2027

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. The initial request should include your school's calendar for the year.

2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in the family. Reimbursement is calculated by:

   _____days x _____miles x 38 Cents per mile = reimbursement.
   (*One round trip from home to school*)

3. Email "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.

4. Reimbursement is per family when Duluth Public Schools are in session and only for their mileage. Carpool mileage should not be submitted. For the 2026-2027 school year one family reimbursement is a maximum of $346.00.

5. All reimbursement claims must be received at ISD 709 by June 10, 2027.

MANY RIVERS MONTESSORI

BY_____
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY_____
Director of Business Services

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

DULUTH YMCA
and Duluth ISD709
Service Agreement 2026-2027

This agreement between the Duluth Area Family YMCA (YMCA) and LIFE - ISD 709, effective October 14, 2026 is intended to provide services to LIFE students. Under this agreement, the Duluth YMCA agrees to provide:

- Facility usage for LIFE students for the school year, beginning October 14, 2026, and ending June 4, 2027.
- Designated space for a physical education course 4 days per week: Mondays - Thursdays **10:30am-11:30am** beginning October 14, 2026. LIFE will have access to: ½ gym T/TH and the 3rd floor studio M/W with limited use in the Wellness Center.
- League/Intramural can be discussed throughout the school year at cost of $37.00 per hour per ½ gym space. This will be billed separately for "Club" purposes.
- Additional instruction for PE students on Wellness Center equipment/activities can be provided at $38.00 per hour with a certified personal trainer.
- Use of the Youth Center Room for fitness purposes can be discussed throughout the school year at a cost of $16.00 per hour. This will be billed separately for "Club" purposes.
- The Climbing Wall can be scheduled at a rate of $40 per hour. Additionally, space in the Main Lap Pool can be scheduled outside of gym class time at a rate of $75 per hour. This will be billed separately for "Club" purposes.
- The Y welcomes the opportunity to provide additional resources for LIFE. Should additional programming be required, staffing fees will be at a rate of $25.00 to $45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting up a formal arrangement.

LIFE – ISD709 agrees the following:

- Staff and students will submit completed program participant forms.
- Staff and students will be easily identified while in the Duluth YMCA for gym class.
- Staff and students will remain together for the duration of usage.

For these services, ISD 709 agrees to pay $936 per month, October 14, 2026 - June 4, 2027. A separate summer rate – June 7, 2027 – August 31,2027 may be negotiated.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 10/14/2026

Signature ISD 709 Representative

Date: 10/14/26

DOES LIFE

ISD 709 Calendar 2026-27 School Year

JULY

S	M	T	W	T	F	S
			1	2	Indep. Day HOLIDAY 3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	Flexible Teacher Work Time (8hrs total)				
30	Para PD Day 31	25	26	27	28	29

SEPTEMBER

S	M	T	W	T	F	S
		All Staff PD Day 1	Teacher WD/SD 2	Teacher Work Day 3	4	5
6	Labor Day HOLIDAY 7	Gr. 1-12 First Day 8	9	Grade K First Day 10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	MEA WEEKEND 15	16	17
18	PD Day 19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	HM 6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	Thanksgiving HOLIDAY/ Recess 26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	Teacher PD Day 23	Winter Recess 24	Winter Recess 25	26
27	Winter Recess 28	Winter Recess 29	Winter Recess 30	Winter Recess 31		

JANUARY

S	M	T	W	T	F	S
					New Years HOLIDAY 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	M.L.K. HOLIDAY 18	19	20	EHM 21	Tchr WD Para PD 22	23
24						
31	25	26	27	28	29	30

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	PD Day 8	9	10	11	12	13
14	Pres. Day HOLIDAY 15	Winter Break 16	Winter Break 17	Confer. Makeup 18	Confer. Makeup 19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
	PD Day 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
				1	HM 2	3
4	Confer. Makeup 5	Confer. Makeup 6	Confer. Makeup 7	Spring Break 8	Spring Break 9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	T	F	S
						1
2	PD Day 3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24					
30	Mem. Day HOLIDAY 31	25	26	27	28	29

JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	Students Last Day EHM 10	Teacher Work Day 11	12
13	14	15	16	17	Juneteenth HOLIDAY 18	19
20	21	22	23	24	25	26
27	28	29	30			

KEY DATES

- First day for Grade 1-12 students - September 8, 2026
- First day for Kindergarten students - September 10, 2026
- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 10, 2027

GRADING TERMS

Elementary Schools (E):

- Term 1: September 8 to January 21
- Term 2: January 25 to June 10

High Schools (H) and Middle Schools (M):

- Term 1: September 8 to November 6
- Term 2: November 9 to January 21
- Term 3: January 25 to April 2
- Term 4: April 12 to June 10

Adopted by the School Board on February 5, 2026. Calendar also available at www.ISD709.org

Duluth Public Schools

Form 3001 Item #35-05-002900

AGREEMENT

THIS AGREEMENT, made and entered into this _10th____ day of _October_____, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and ___Savvas Learning 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: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ___10/8/2026_____ and shall remain in effect until ___10/19/2026_____, 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.** (Training for the use of SuccessMaker as a tool to complement the pilot resource, Envision. Also, follow-up training for teachers piloting Envision as a potential curriculum to adopt next school year.)

~~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 $ _3,500.00_____ 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

**All highlighted sections must be complete before submitting to Business Services

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: Julie Stauber, 709 Portia Johnson Drive, Duluth, MN 55811.

**All highlighted sections must be complete before submitting to Business Services

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 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) _Savvas Learning Company,15 E. Midland Ave.,St 502, Paramus,MJ 07652-2938__.

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.

Amendment

This Amendment modifies the attached contract, memorandum of understanding, agreement, etc. (the "Agreement"). The parties hereby agree as follows:

1. **Precedence.** Notwithstanding any provisions in the Agreement to the contrary, the parties agree that the provisions of this Amendment shall control over any conflicting terms set forth or referenced in the Agreement.

2. **Intellectual Property.** Savvas Learning Company LLC ("Savvas") shall retain all rights in and to its pre-existing products, services, materials, documents, data, studies, reports, specifications, and deliverables and any enhancements or customizations thereto. For digital products, the parties understand that the customer is receiving a license to such products for a specific term. For print products, title passes to the customer only with respect to the specific physical copies of such products purchased by the customer and not to the underlying intellectual property rights inherent in such products.

3. **Data Privacy and Security.** If the Agreement pertains to professional development services, the parties agree that such services do not include the processing of any student data or student personally identifiable information ("PII"). Therefore, any provisions relating to processing of student data or student PII do not apply to the provision of professional development services.

4. **Subcontractors**. Savvas uses subcontractors in the normal course of business to provide its products and services. Such subcontractors are deemed approved.

5. **Insurance.** Savvas' commercial general liability policy adds additional insureds and waiver of subrogation via operation of blanket endorsements. Any requirement in the Agreement for a specific additional insured endorsement is deleted.

6. **Limitation of Liability.** EXCEPT WHERE EXPRESSLY PROHIBITED BY STATUTE, SAVVAS AND ITS LICENSORS SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, OR LOST SAVINGS. THE CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL, DIRECT DAMAGES. ANY REFERENCE TO LIQUIDATED DAMAGES IS DELETED.

7. **Payment and Cancellation.** Payments are subject to Savvas' standard payment terms except where longer payment periods are allowed by statute or state regulations. Any reference to penalties or deductions for late delivery of invoices is deleted. Scheduling and cancellation of services is subject to Savvas' standard terms.

Except as modified by this Amendment, all other terms are ratified and affirmed.

ACKNOWLEDGED AND AGREED:

[Customer]

By: Simone Zunich

Printed Name: Simone Zunich

Title: Exec. Dir. Business Services

Date: 10/23/26

Savvas Learning Company LLC

By: Matt Stricker
Matt Stricker (Oct 16, 2026 13:14:33 CDT)

Printed Name: Matt Stricker

Title: VP Operations

Date: 10/16/2026

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.

Matt Stricker — 84-3531648 — 10/16/2026

Matt Stricker (Oct 16, 2026 13:14:33 CDT)

Contractor Signature SSN/Tax ID Number Date

10/21/26

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	012	030	000	305	030

Simone Zmuda — 10/23/26

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 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and, Christina Woods 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 10/08/2026 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**.
Christina Woods will provide presentation services for Professional Development day, October 19, 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 for $250.

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 to Christina Woods % Duluth Art Institute 130 W Ste 400, Duluth, MN 55802 .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Cynthia Woods [redacted] October12. 2026

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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 10/21/26 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and, Tadd Johnson 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 10/08/2026 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**.
Tadd Johnson will provide presentation services for Professional Development day, October 19, 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 for $250.

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 to Tadd Johnson % University of Minnesota 1123 Univeristy Drive Duluth, Minnesota 55812.

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.

88-3238358 10/12/2026

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

10/21/26

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and, Thomas Howes 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 10/08/2026 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.**
Thomas Howes will provide presentation services for Professional Development day, October 19, 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 for $250.

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 to Thomas Howes, 1720 Big Lake Road, Cloquet, MN 55720.

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 subject matter hereof and shall not be changed or otherwise altered except ent of the parties.

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 10/23/26

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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 10/21/26 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/19/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, 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 10/14//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**.
Adela Alvarez will provide a CPR presentation on 10/19/2026 at Denfeld High School.

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

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

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

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

4. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of $60 per person (based on actual attendance)..

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 Adela Alvarez, 2816 Hagberg Street, Duluth MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] 10/14/2026

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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 10/21/26

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Emma Boshey, 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 10/08/2026 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**.
Emma Boshey will provide presentation and hosting services for Professional Development day, October 19, 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 for $250.

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.

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.

Emma Bosley [redacted] 10/19/26

Contractor Signature SSN/Tax ID Number Date

10/19/26

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:

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

10/23/26

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and ~~Emma~~ Apollo Christjohn ~~Boshe~~y, 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 10/08/2026 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.**
Apollo Christjohn will provide presentation and hosting services for Professional Development day, October 19, 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 for $250.

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.

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.

X Apollo enrichment [redacted] 10-19-26
Contractor Signature SSN/Tax ID Number Date

Program Director 10/19/26
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

Brianne Zmuda 10/23/26
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Garbow, 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 10/08/2026 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**.
Jennifer Garbow will provide presentation services for Professional Development day, October 19, 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 for $250.

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 Betsy Hunt % University of Minnesota College of Food, Agricultural and Natural Resource Sciences 277 Coffey Hall, 1420 Eckles Ave, St. Paul, MN 55108

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

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

Contractor Signature SSN/Tax ID Number — Date

Program Director — Date 10/19/26

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:

__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

CFO / Superintendent of Schools / Board Chair — Date 10/23/26

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, 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 10/08/2026 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 DeFoe will provide presentation and hosting services for Professional Development day, October 19, 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 for $750.

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 DeFoe 704 Ishpeming Road, Cloquet, Minnesota 55720

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.

X _____ _____

Contractor Signature SSN/Tax ID Number Date

_____ 10/19/20

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

_____ 10/23/20

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and, Linda LeGarde Grover 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 10/08/2026 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**.
Linda LeGarde Grover will provide presentation services for Professional Development day, October 19, 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 for $250.

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 the 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 to the email address lgrover@d.umn.edu.

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:

Linda L. Grover [redacted] 10-15-26

Contractor Signature SSN/Tax ID Number Date

10/19/26

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:

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

10/23/26

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ami Agaton Howes, 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 10/08/2026 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.**
Ami Agaton Howes will provide presentation and hosting services for Professional Development day, October 19, 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 for $250.

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 by sending in writing to Ami Agaton Howes, 3197 Maple Drive, Cloquet, MN 55720

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number Date

Program Director 10/19/26
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

CFO / Superintendent of Schools / Board Chair 10/23/26
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and, Gimiwon Nahgahnub 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 10/08/2026 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.**
Gimiwon Nahgahnub will provide presentation services for Professional Development day, October 19, 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 for $250.

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 to Gimiwon Nahgahnub % Univeristiy of Minnesota Duluth 210 BohH 1207 Ordean Court, Duluth, MN 55812 .

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.

10/15/2026

Contractor Signature SSN/Tax ID Number Date

10/19/26

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:

_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

10/23/26

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and, Nichole Diver 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 10/08/2026 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**.
Nichole Diver will provide presentation services for Professional Development day, October 19, 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 for $250.

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 to Nichole Diver % Univeristiy of Minnesota Duluth 11 East Superior Street Suite 210, Duluth, MN .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted]

Contractor Signature SSN/Tax ID Number Date

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

CFO / Superintendent of Schools / Board Chair Date 10/23/26

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Karty-Schweizer, 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 10/08/2026 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**.
Joseph Karty-Schweizer will provide presentation and hosting services for Professional Development day, October 19, 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 for $250.

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 by emailing Karty001@umn.edu

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number Date

Program Director 10/19/26
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

CFO / Superintendent of Schools / Board Chair 10/23/26
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10/08/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Hope Hrabik, 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 10/08/2026 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**.
Hope Hrabik will provide presentation and hosting services for Professional Development day, October 19, 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 for $250.

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 by sending in writing to Hope Hrabik 4420 Dodge St, Duluth, MN 55804

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number — Date 10/19/26

Program Director — Date 10/19/26

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 10/23/26

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Kesner, Drum Group Honorium 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 October 1st, 2026 and shall remain in effect until June 10th, 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. **One scheduled Assembly at Duluth East and one drumming session at Denfeld High School.**

2. **Performance.** Drumming

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 **$1400 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.

**All highlighted sections must be complete before submitting to Business Services

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: Emily Silverness, American Indian Education Coordinator, 709 Portia Johnson Drive, Duluth, MN 55811.

**All highlighted sections must be complete before submitting to Business Services

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) MRK Collective LLC, 909 Spruce St Cloquet, MN 55720

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.

[redacted] 10-9-26

Contractor Signature SSN/Tax ID Number Date

10/9/2024

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	005	605	320	305	340

10/10/26

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 30th day of September , 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Kim Robinson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 10th and shall remain in effect until March 3rd 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity,Self awareness skills, Volunteerism, building life skills, peer support. Brooke will meet with every Tuesday after school using pathways 2 success curriculum.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $25 hourly and $ 325.00 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: Office Advancing Equity , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Kim Robinson: 715 North 65th Avenue West Duluth, MN. 55807

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

_____ _____

Contractor Signature SSN/Tax ID Number Date

_____ _____

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	605	313	305	311

Lorraine Zunich 10/23/26

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

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.

Kim L Bias [redacted] 10/21/26

Contractor Signature | SSN/ Tax Identification Number | Date

Initiator - (Contact with questions) | Date

Program Director | Date

Director of Curriculum and Instruction | Date

Director of Business Service / Superintendent of Schools | Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of September 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Perspectives Consulting LLC an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: The contractor will provide administrative assistant services.

1. **Dates of Service.** July 22, 2026

2. **Performance.** Barbara Eckberg will provide onboarding/transition services to Julie Midas through her Perspective Consulting LLC..

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to $396.65..

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to _2628 Oak Ridge Trail Woodbury, MN 55125_.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Barbara Eckley [redacted] 9-24-26.

Contractor Signature SSN/Tax ID Number Date

Terri Miles 10/05/2026

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).

04	E	005	579	503	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Erin Zwiebel 10/8/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this __17___ day of _August_____, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and _____Pete Lancrete_____, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of __5/20/26_____ and shall remain in effect until ___5/20/26_____, 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.** Pay to the order of Pete Lancrete in the sum of $200 for DJ entertainment services provided on Wednesday, May 20 2026 at Lowell Elementary School.

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 $ _200___ 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

**All highlighted sections must be complete before submitting to Business Services

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: Nancy Vega, 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)

__428 N 43rd Ave E 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 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.

**All highlighted sections must be complete before submitting to Business Services

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.

[redacted] 9/3/26

Contractor Signature SSN/Tax ID Number Date

10/05/26

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

04	E	005	579	504	303	000

10/8/26

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 31st day of August 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, 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 8/31/26 and shall remain in effect until 6/30/27 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included) Lester Park Spanish Club Admin.

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 $ 4300 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: Simone Zunich 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) 2816 Hagberg St 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.

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.

Alicia Alvarez [redacted] 10/8/2026

Contractor Signature SSN/Tax ID Number Date

10/4/26

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	510	298	000	305	421
XX	X	XXX	XXX	XXX	XXX	XXX

10/21/26

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

**All highlighted sections must be complete before submitting to Business Services

August 31, 2026

ISD 709
Duluth Public Schools
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of $4200 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

Program Details
Two six-week sessions:

- Mid October - the end of December (No class the week of Thanksgiving break)
- Early March through late April
  Lester Park Foundation will support the school in hiring and training

LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching preparation at $30/hour: $1,800 per year
- Up to three classes per day, from 3:15–5:30 PM, at $30/hour for the Fall and Spring sessions
- 7 hours and 30 minutes per week for four weeks = up to 30 teaching/preparation hours per session: $1,800 per year
- Capacity for up to 45 children for the twice-a-week sessions
- Materials and supplies: $600 per year
- Grant Total: $4,200

Benefit to Lester Park Elementary School and ISD 709 District:

**All highlighted sections must be complete before submitting to Business Services

- Increase language enrichment
- Increase cultural enrichment
- Expands after-school program options
- Could serve as a model for other schools looking to expand foreign language options

There will be no overhead or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).
This grant is annual and can be renewed upon agreement with the Lester Park Foundation.
If there are any questions or any additional need, please let me know.

Sincerely,

Laura Laaksonen, Treasurer
Lester Park Elementary School Foundation

**All highlighted sections must be complete before submitting to Business Services

WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Paul Davis	paul.davis@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:

This contract confirms and holds your reservation for Wolf Ridge Outdoor School for September 22, 2027 - September 24, 2027 for 125 attendees.

By signing this contract you agree to the Terms outlined below. These terms apply to your reservation and help Wolf Ridge manage limited program availability and prepare for your group's visit.

Cancellation policy

Outdoor School dates are limited and are held specifically for your school. Please notify Wolf Ridge as soon as possible if your plans change. Early notification allows us to make the date available to another school.

Cancellations are subject to the following charges based on the number of days remaining before the scheduled arrival date:

Cancellation Notice	Charge
More than 120 days before arrival	No charge
91–120 days before arrival	30% of the program fee
31– 90 days before arrival	50% of the program fee
30 days or fewer before arrival	75% of the program fee

Cancellation charges are based on the total program fee associated with the reservation and reflect costs that Wolf Ridge may be unable to recover when a reservation is canceled.

Scholarship awards are forfeited when a reservation is canceled and cannot be applied toward cancellation charges or other fees associated with reservation changes.

Payment Terms: Full payment is due by the first day of programming. Payment may be paid in advance by check or ACH, or upon arrival.

Your invoice will reflect your final numbers, final numbers are due to Wolf Ridge at least 1 month before your program. You are expected to communicate any changes to the expected numbers during the planning process so that we can prepare and ensure the best experience possible. Your invoice will be available approximately 1 month before your program. Invoices can be provided sooner upon request.

Return to: 6282 Cranberry Rd – Finland, MN 55603 or fax to: 218-353-7762

Today's Date: October 21, 2026

By signing below, I agree to the terms listed above:

Printed Name: Simone Zurich	**Title:** Exec. Dir. Business Services
Signed Name Simone Zurich	**Date** 10/21/26
Billing Contact: Accounts Payable **Billing email address:** ap.vendor@isd709.org	**Billing Address:** 709 Portia Johnson Drive Duluth MN 55811

Return to: 6282 Cranberry Rd – Finland, MN 55603 or fax to: 218-353-7762

Today's Date: October 21, 2026

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Hannah Baldus, 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 9/1/26 and shall remain in effect until 6/30/27, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included) SET DESIGN / Paint Drama Dept.

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 $ 2000 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.

**All highlighted sections must be complete before submitting to Business Services

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

**All highlighted sections must be complete before submitting to Business Services

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.

Kenneth L Bell [redacted] 9/30/26

Contractor Signature SSN/Tax ID Number Date

9/19/26

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:

_____ 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).

X 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	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

Erwine Zunich 10/23/26

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 1 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Celesta Brainard, 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 9/1/26 and shall remain in effect until 12/1/26, 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.** (Must be included) Choreographer

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 $ 1500 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.

**All highlighted sections must be complete before submitting to Business Services

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

**All highlighted sections must be complete before submitting to Business Services

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.

[redacted] 9-28-26

Contractor Signature SSN/Tax ID Number Date

9/19/26

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:

_____ 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).

__X__ 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	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

10/23/26

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 1 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Tori Wright, 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 9/1/26 and shall remain in effect until 12/1/26, 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.** (Must be included) Music Director

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 $ 1500 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.

**All highlighted sections must be complete before submitting to Business Services

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

**All highlighted sections must be complete before submitting to Business Services

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.

[redacted] 9/28/26

Contractor Signature SSN/Tax ID Number Date

9/19/26

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:

_____ 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).

X 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	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

10/23/26

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 1 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Patnck Mulcahy, 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 9/1/26 and shall remain in effect until 6/30/27, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included)

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 $ 5000 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.

**All highlighted sections must be complete before submitting to Business Services

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Patrick M Mulcahy Jr, 4024 Gilliat St. Duluth, MN 55804.

**All highlighted sections must be complete before submitting to Business Services

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.

**All highlighted sections must be complete before submitting to Business Services

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.

Peter M Myers [redacted] 10/22/26

Contractor Signature SSN/Tax ID Number Date

9/19/26

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:

_____ 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).

X 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	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

Erin Zurich 10/30/26

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

**All highlighted sections must be complete before submitting to Business Services

No Cost Contracts Signed
October 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**
Safe Haven Shelter	ECFE	Duluth Public Schools ECFE licensed parent educator, Sarah Walker Davis will meet every other week with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work collaboratively with Safe Haven Shelter as outlined in the MOU.
Thought Exchange	Office of the Superintendent	Contract extension at no cost – new end date of 11/30/26

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Safe Haven Shelter, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 31, 2026 and shall remain in effect until June 30, 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.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Safe Haven staff to review any need for adjustment due to the needs of the families being served.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 0 per hour and $0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Safe Haven Shelter, Attn: Ethan Powers, 414 W 1st St, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Brittany Robb, Executive Director 41-1317462 10/12/2026

Contractor Signature SSN/Tax ID Number Date

10-14-26

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); 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

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

XX	X	XXX	XXX	XXX	XXX	XXX

10/21/26

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

ThoughtExchange

Fulcrum Management Solutions Inc. ("ThoughtExchange")

Sales Contact: **Eolo Parusel**
Phone: **+1-236-335-5125**
Email: **eolo.parusel@thoughtexchange.com**

Service Order

Order Number: **00003669**

Customer Information

Bill To:		Sold To:	
	Duluth Public School District		**Duluth Public School District**
Address:	709 Portia Johnson Drive Duluth, Minnesota 55811	Address:	4316 Rice Lake Rd Duluth, Minnesota 55811
Contact Name:	**Accounts Payable**	Contact Name:	**John Magas**
Contact Email:	**ap.vendor@isd709.org**	Contact Email:	**john.magas@isd709.org**

Pricing Details

Billing Frequency:	**All Up-Front**	Subscription Total:	**$3,262.87**
Payment Terms:	**Net 30 days**	Discount Total:	**($3,262.87)**
Currency:	**USD**	Total Payable:	**$0.00**

This is not an invoice – do not remit payment until an invoice has been issued.

Subscription Details

Subscription Start Date: **2026-11-10**
Subscription End Date: **2026-11-30**

Automatic Renewal: No

Product	Features
Engagement360	• Exchanges (for up to 7 Leaders) • Surveys (for up to 5 Leaders) • Access to Customer Success, Events and Resources and Product Support • Administrative Controls • AI Advisor and AI Article • Analytics and Data Visualization • Contact Box, Customisable Branding and Domain Limiting • Expanded Survey Question Comparison • Engagement Templates and Data Download • Machine Moderation, Multilingual Participation, and Participation Groups • Survey Branching with Drilldown, Survey Topics, and Templates • Up to 20 Survey Data Imports • Unique Participation Link, Access Codes, and Contributor bulk upload • Up to 200 survey questions per Engagement • Data analyst role with Anonymous mode (does not include PII) and Confidential mode (does include PII) • Filter results by imported demographic data (must use confidential setting & unique links)

Services Description can be found at: https://thoughtexchange.com/services-description/

Additional Terms Notwithstanding anything to the contrary in the Subscription Terms (including Section 7.2), your subscription shall terminate on the Subscription End Date indicated on this Order Form and shall not automatically renew.

ThoughtExchange

Purchase Order Information

Is a Purchase Order (PO) required? Yes ☐ No ☐
Is the licensee exempt from sales and use tax? Yes ☐ No ☐

Customer Purchasing Contact Email:

Any purchasing or vendor registration documents can be directed to accounts@thoughtexchange.com

Acceptance

By signing this Service Order, you: a) represent you are authorized to execute this agreement on behalf of the undersigned organization; (b) agree to purchase the subscription pursuant to the terms and fees set forth herein; (c) agree to pay the Total Payable (and applicable sales and use taxes) and authorize ThoughtExchange to submit invoices for such payment; and (d) agree to be bound by the terms and conditions published at https://thoughtexchange.com/subscription-terms (the "Subscription Terms").

Duluth Public School District		**ThoughtExchange**	
By:	Simone Zurich	By:	DocuSigned by: Andrew Oh 9EA25F9F4247 4FF...
Name:	Simone Zurich	Name:	Andrew Oh
Title:	Exec. Dir. Finance, Business Services	Title:	CFO
Date:	10/29/26	Date:	October 29, 2026 | 14:14:27 PDT

FULCRUM CONFIDENTIAL 1990 Suite E, Columbia Avenue, PO BOX 2260, Rossland, BC V0G 1Y0
800-361-9027 | thoughtexchange.com

Grant Applications

October 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
Hospitality Minnesota Education Foundation	Adam Wisocki	Duluth East Culinary Arts	$5,756.25	There will be a $500 reimbursement for food, $1,500 for equipment to replace small wares and pots and pans, $2,271.25 will be used for new 3rd edition textbooks, and,$1,485 will go towards ServSafe Food Handler certification which is an industry recognized credential.
Dahlberg Scholarship Funds	Calvin Harris	Laura MacArthur/OEE	$500.00	Provides full coverage for student admission and programming costs.
MacMillan Field Trip Grants Program:	Calvin Harris	Laura MacArthur/ OEE	$900.00	Covers transportation expenses up to $18 per student.
MN DNR	Logan Rauch	Denfeld Setting 3 Special Ed	$500.00	Funds would be used to provide transportation to Jay Cooke State Park for students to participate in a Naturalist-led outdoor program incorporating science, community participation, recreation and leisure, and social skills.
Miin	Emily Silverness and Nashay Howes	American Indian Education Coordinator and Misaabekong Immersion Teacher	$25,000.00	1. What positive changes will the funds make to your organization? This grant will create an enormous amount of positive change to our program. It will help our teachers create a stronger network of immersion programming, give us insight

				into curriculum and various assessment development to better track our student's growth at Misaabekong. Currently, our program has a very limited budget to pay for elders or community experts. With these funds we will be able to hire more community leaders and elders to teach traditional activities to our students, which will ensure a stronger understanding of Anishinaabe izhitwaawin throughout the year. We will also utilize the grant to purchase more classroom resources, books, and manipulatives to better accommodate the needs of all our students and create an enriching learning environment. One of our biggest challenges has been attending professional development opportunities here at Misaabekong. This grant will help send our staff on various professional development opportunities, so that we may be up to date on best practices in Indigenous Immersion education and help build our network capacity with other Indigenous Immersion programs. If we are to receive this grant, we would also like to use some of it on field trips or outdoor education opportunities and/or any expenses related to those

				activities. Finally, in our culture we believe when a person transfers knowledge to another we should gift them for sharing, this grant will help support our program purchasing traditional gifts and honorariums for any elders and community leaders/experts to show our appreciation for the knowledge they carry. 2. How will you measure those changes? All curriculum and assessment development will be tracked and then shared with MIIN. By utilizing our data from the previous year and comparing it to how students perform this coming Fall, Winter, and Spring we'll be able to assess student growth and the impact these changes have made. Any items purchased for the classroom will create a more enriching classroom environment and can also be tracked through progress reports. Any funds used for professional development can be tracked through CEU's and travel documentation. Since professional development is monitored qualitatively versus quantitatively we will have our staff fill out a google survey on their experiences and how it will impact their teaching strategies

				in the future. **I am unsure if any financial tracking has to be reported back on this grant but I am assuming it does so I checked yes below. I reached out but have not heard back from them yet on the requirements of this.
Minnesota Vikings	David Bergan	Activities Dept.	$15,000.00	To Fund a Flag Football Club for Girls
Northeast Service Cooperative	Lauren Faherty	Denfeld High - Guidance Department	$320.00	Transportation cost over to Northwood tech for their Career Day, an opportunities for Juniors and Seniors to have hand on exploration in a variety of career fields
Minnesota Humanities Center	Emily Silverness	American Indian Education	$300,000.00	The Department of American Indian Education within Duluth Public Schools (ISD 709) respectfully submits this grant application for $300,000 to the Minnesota Humanities Center's Cultural Heritage Grant program. The American Indian Youth Cultural Heritage & Drum Program is a targeted cultural preservation and youth mentorship initiative designed to ground Indigenous youth—with a specialized focus on American Indian young men—in the rich traditions, language, protocol, and oral humanities of Ojibwe/Anishinaabe and Dakota drum practices. In Native traditions, the Drum (Dewe'igan) represents the heart-beat of Mother Earth, serving as a center of community, spiritual grounding, discipline, and historical narrative. This

				project addresses the ongoing impacts of historical trauma and cultural disruption by creating a structured, intergenerational learning space where Native youth craft traditional drums, learn sacred and social songs, understand the teachings and protocols associated with the drum, and receive direct mentorship from respected Elders and Knowledge Keepers. Over a 20-month period, the project will directly serve over 150 Native students across ISD 709 middle and high schools, engage families in community gatherings, and enrich the broader Duluth community's understanding of regional Indigenous humanities.

Change Orders Signed
October 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**
Wolf River Electric	Facilities	VAV Connections for LPMS Lighting Project (+$20,877.95)
Wolf River Electric	Facilities	Flagpole lighting and misc. changes for LPMS Lighting Project (+$18,965.05)
Belknap Electric	Facilities	Duct Detectors at DCES Building (+$8,308.60)
Belknap Electric	Facilities	Add card reader in elevator and added network outlets at DCES Building (+$14,303.14)
Belknap Electric	Facilities	Add data jack in lobby and two outlets in multiple rooms at DSCE Building (+$2,590.57)
Sorlie Acoustics	Facilities	ACT field work orders (+$17,293.00)
Intercon Group, Inc.	Facilities	Add vanity top, misc. field work and stair ledge removal at DCES Building (+$7,234.00)
Intercon Group, Inc.	Facilities	Door hardware changes at DCES Building (+$13,345.00)
Intercon Group, Inc.	Facilities	Added letters to exterior sign at DCES Building (+$10,943.00)
Pinnacle Wall Systems	Facilities	Field work orders at DCES Building (+$22,262.00)
Pinnacle Wall Systems	Facilities	Ceiling installs in basement at DCES Building (+$4,504.00)
Pinnacle Wall Systems	Facilities	Misc. drywall repair not shown on plans (+$629.00)

Superior Glass Inc.	Facilities	Add closures on the right door panels, re-install window (+$4,218.00)

ICS
A LEGENCE Company

CCO #003

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 #003: Wolf RIver CO 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:	5/27/2026	**CREATED BY:**	Jacob Majerle **(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:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$20,877.95

DESCRIPTION:
CE #006 - VAV Electrical Connections
This change event will reconcile the work for connecting the existing VAVs throughout the school to the controls.

ATTACHMENTS:
Lincoln Park VAV CO 2.0.pdf

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Wolf River Electric	VAV Connections	Other	$ 20,877.95
			Subtotal:	$20,877.95
			Grand Total:	**$20,877.95**

The original (Contract Sum)	$ 948,615.00
Net change by previously authorized Change Orders	$ 6,584.70
The contract sum prior to this Change Order was	$ 955,199.70
The contract sum would be changed by this Change Order in the amount of	$ 20,877.95
The new contract sum including this Change Order will be	$ 976,077.65
The contract time will not be changed by this Change Order by	

DS
BB 6/8/2026

Wolf River Electric Company
101 Isanti Parkway Northeast, Suite G
Isanti Minnesota 55040
Signed by:
Fatima Dzaferovic 6/8/2026
SIGNATURE 4314F0... DATE

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413
Signed by:
Mark Needham 6/1/2026
SIGNATURE 616492... DATE

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 6/8/2026
SIGNATURE 3DAA68D6FEB545E... DATE

Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

Lincoln Park Middle School, Duluth MN

Wolf River Electric
100 Isanti Pkwy, Isanti, MN 55040

Date : **5/21/26**

PCO #: **CO#2**

Project Manager: Fatima

PR/SI #

COST SUMMARY

Description		Cost	Notes/Attachments
Labor Total	$	14,280.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	$	3,152.00	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	$	1,547.96	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	**$**	**18,979.96**	
10% Overhead and Profit	$	1,897.99	
Self Performed Total	**$**	**20,877.95**	
Subcontractors	$	-	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	$	-	(5% is the max allowed on subcontractors)
Subcontractor Total	**$**	**-**	
TOTAL COST OF CHANGE	**$**	**20,877.95**	

Signature: _____

Contractor acknowledges no other Costs assciated with this PCO.

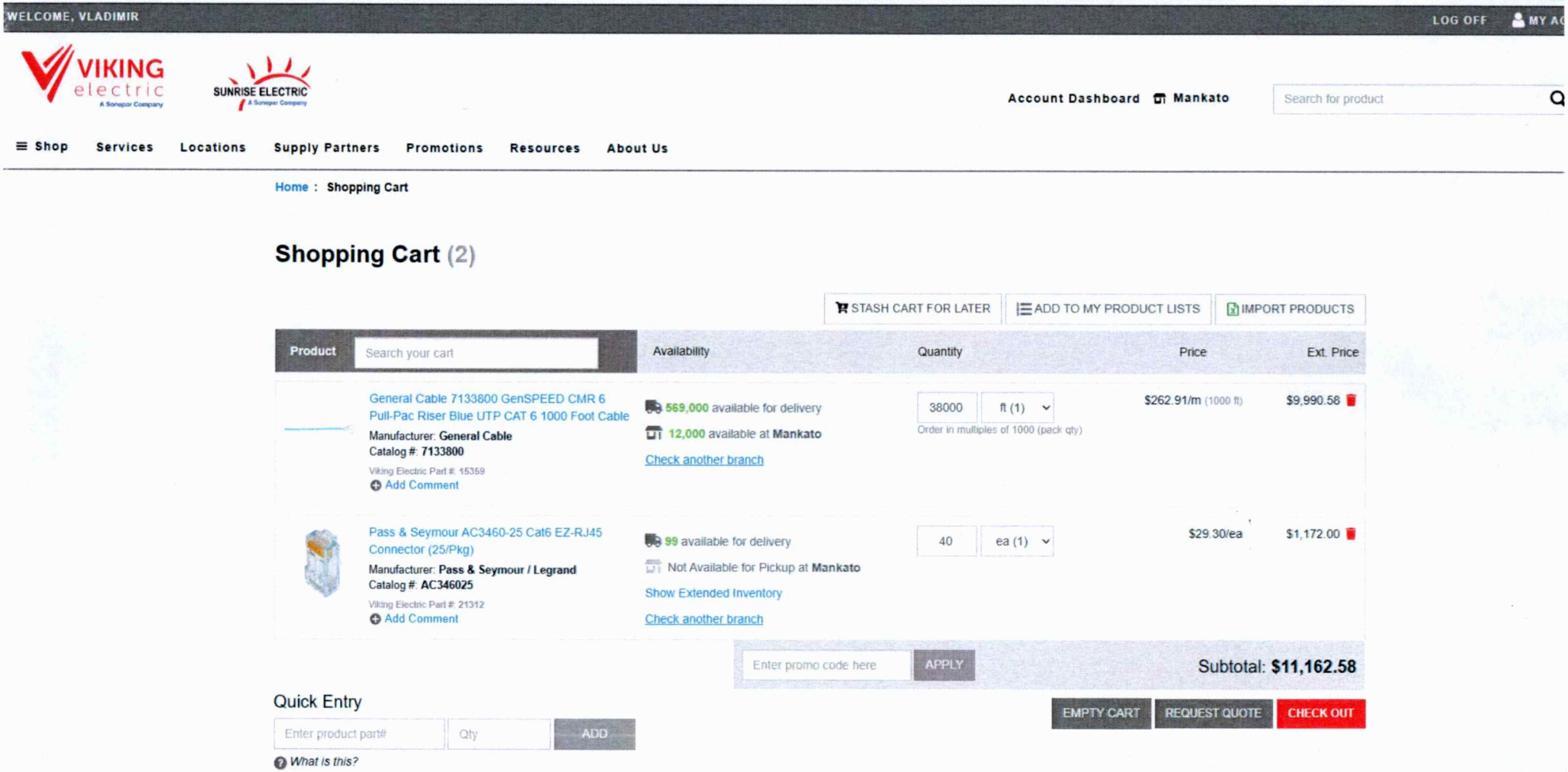
PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost	
VAV Controls	68		$ 210.00	$ 14,280.00	.75 hours for 2 guys per unit
				$ -	
				$ -	
				$ -	
Sub-Total				**$ 14,280.00**	

Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost	
Cat 6	10200		0.26	$ 2,652.00	Totals for all rooms
				$ -	
Misc fittings, tie wraps, ect	250		2	$ 500.00	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Sub-Total				**$ 3,152.00**	

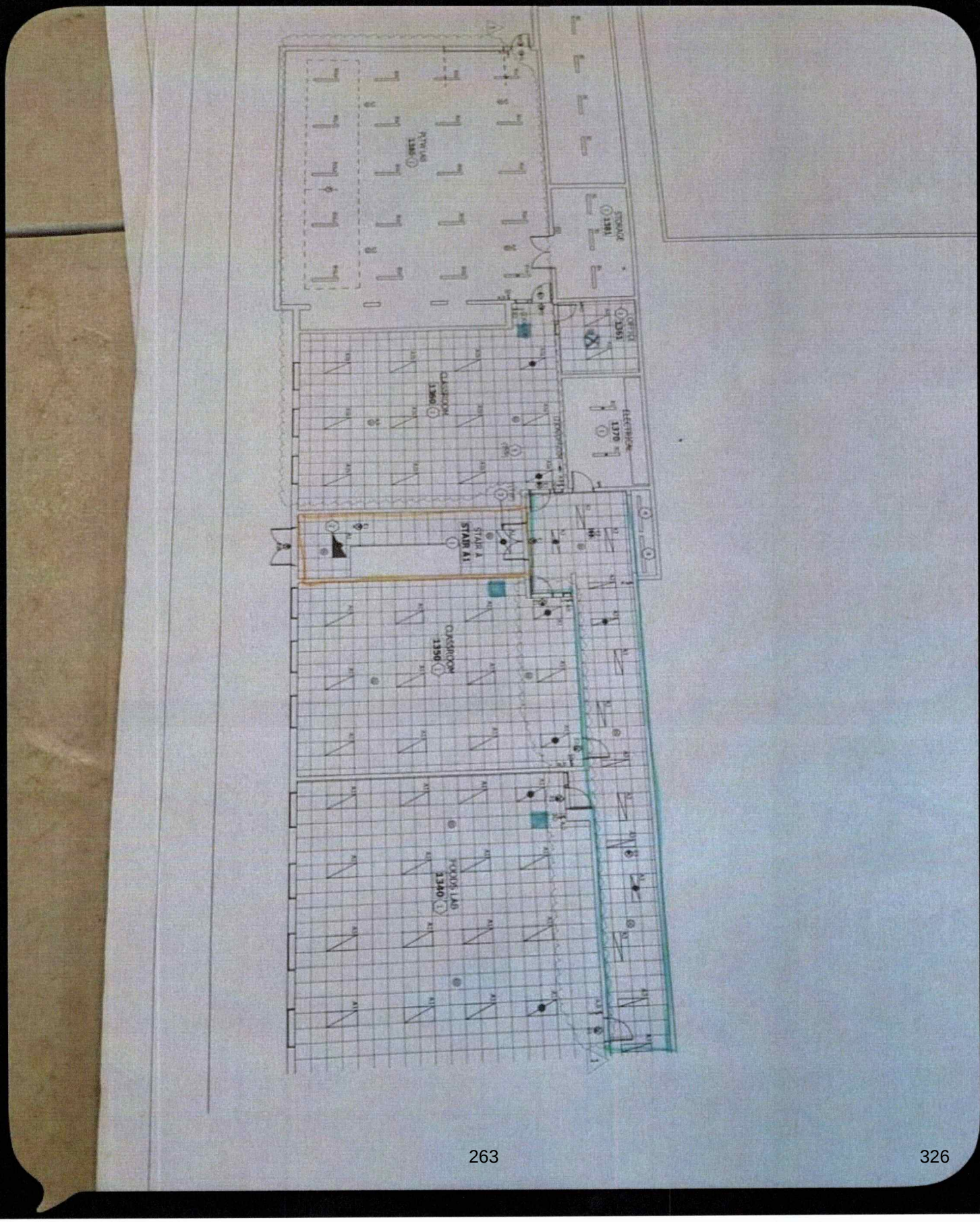
Sub-Contractor Proposals	Description of Work	Total Cost
		$ -
		$ -
		$ -
		$ -
Sub-Total	*(Attach Sub-Contractor Proposals)*	$ -

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Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

301A

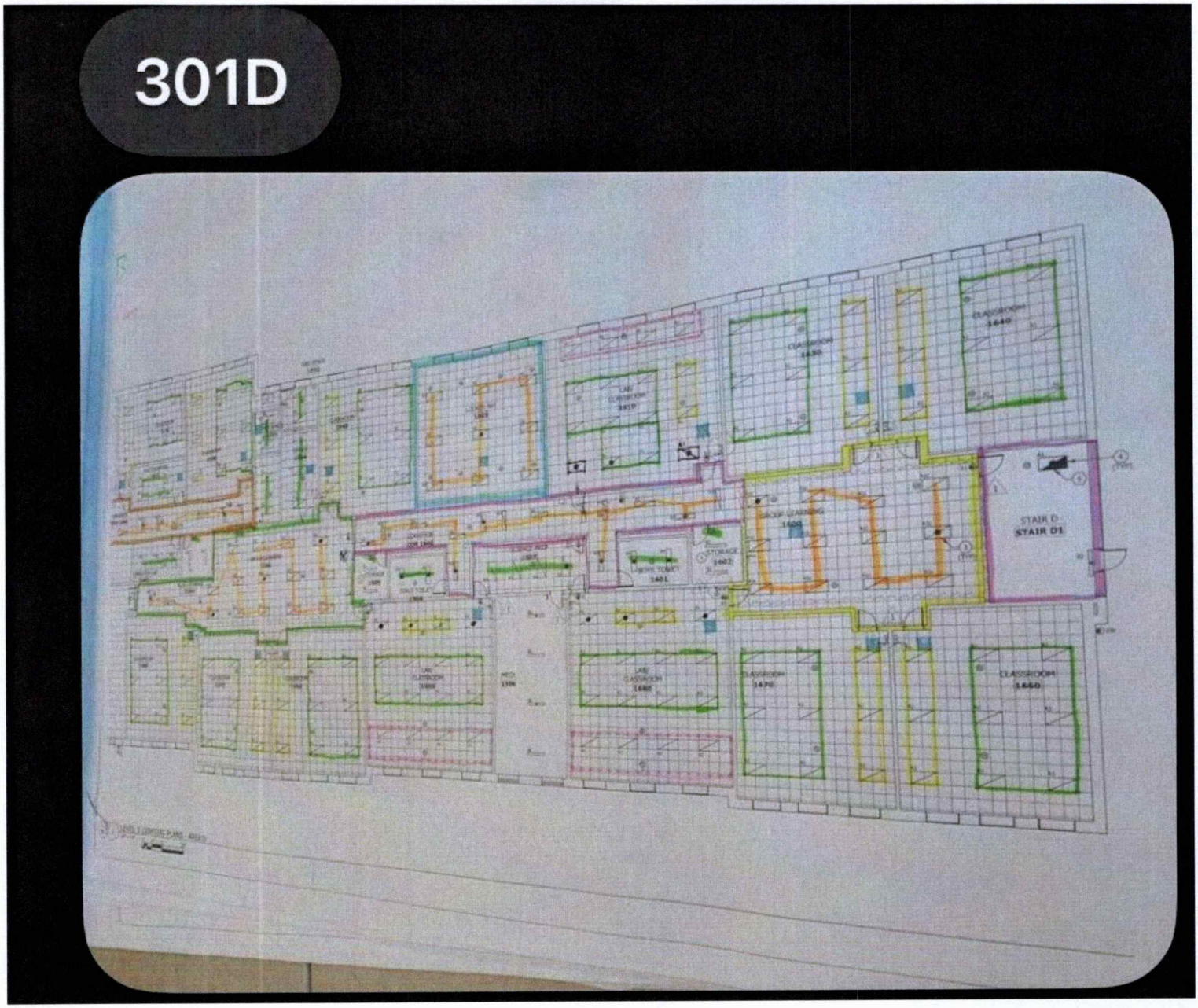


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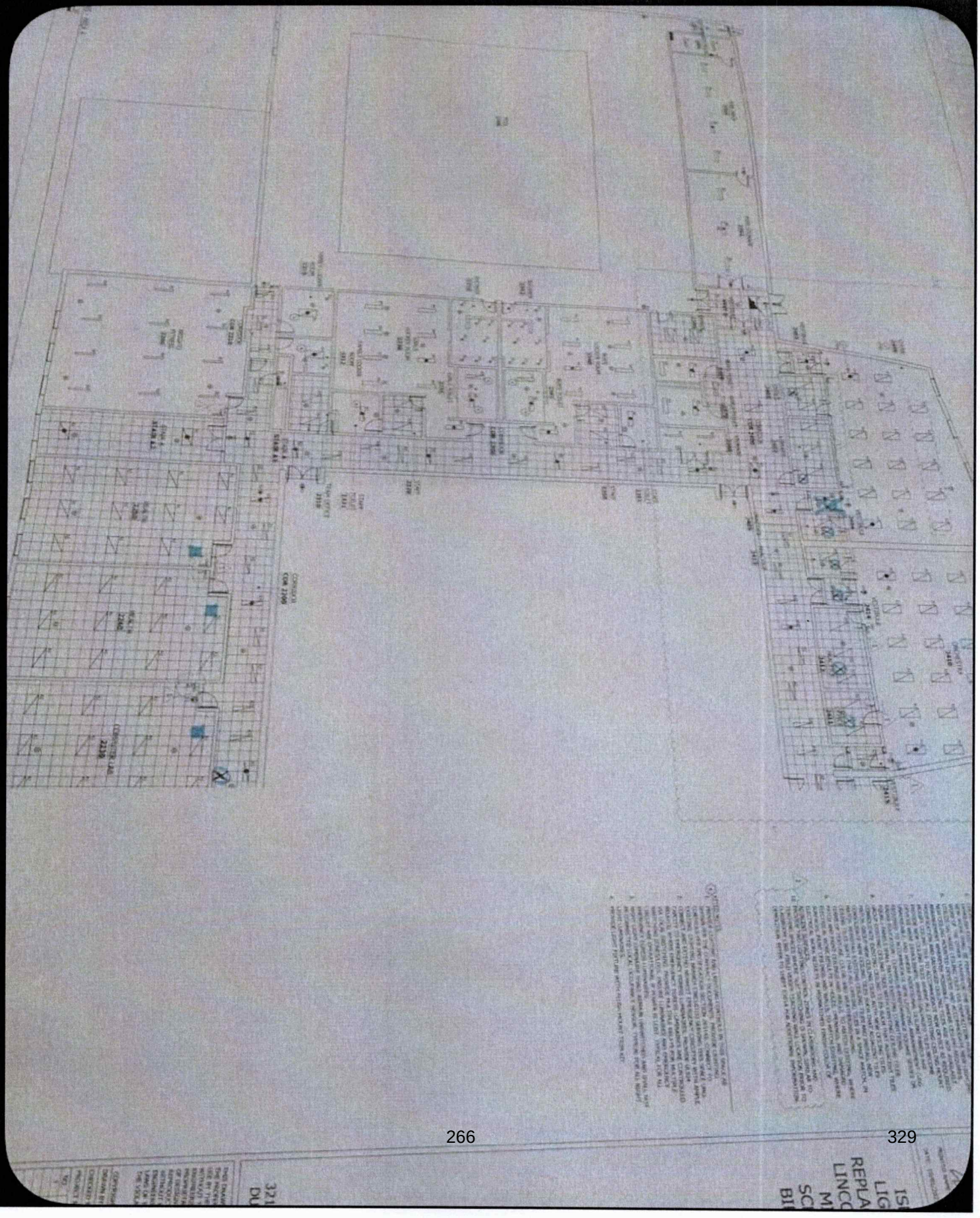


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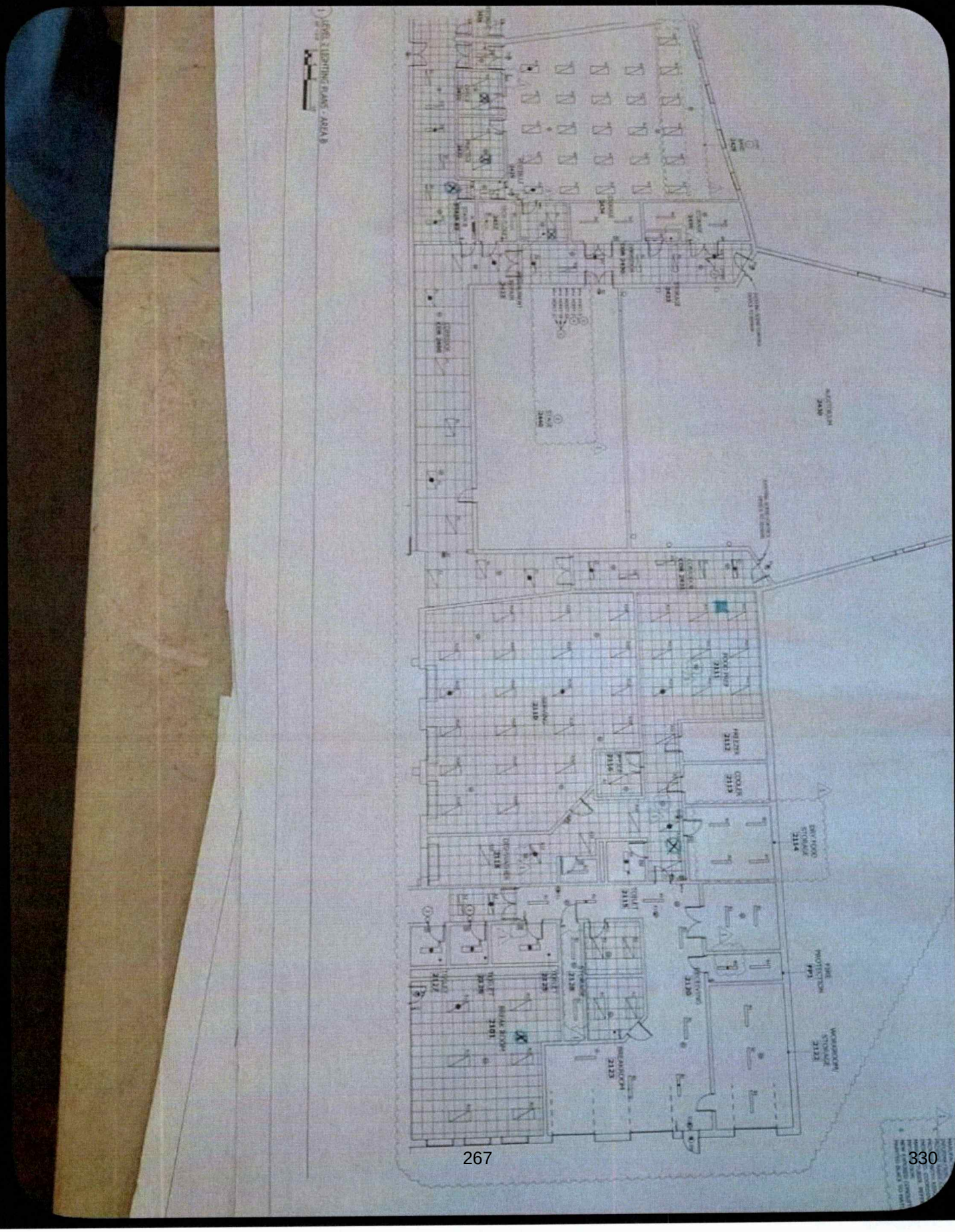
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302A



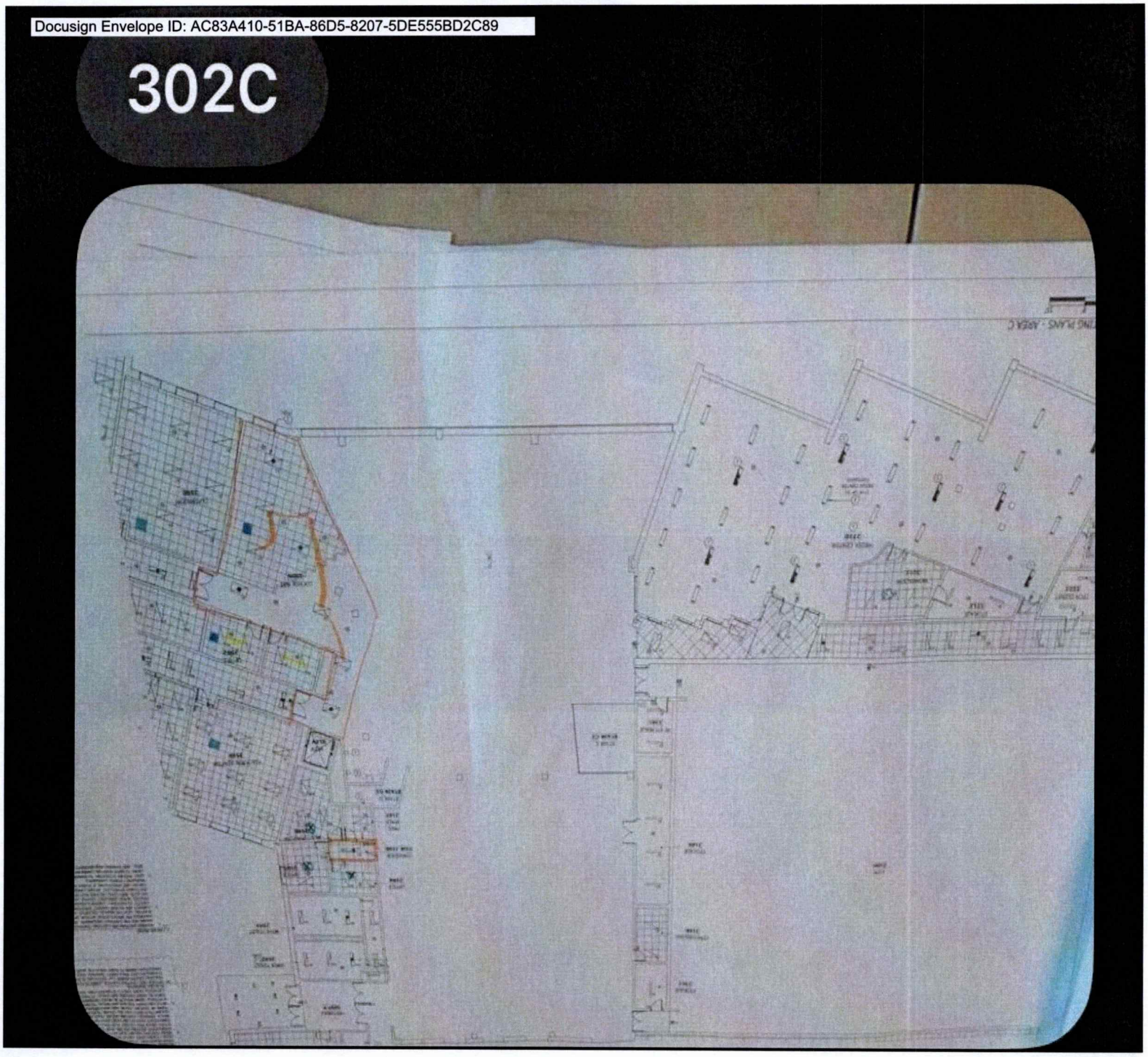
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302B



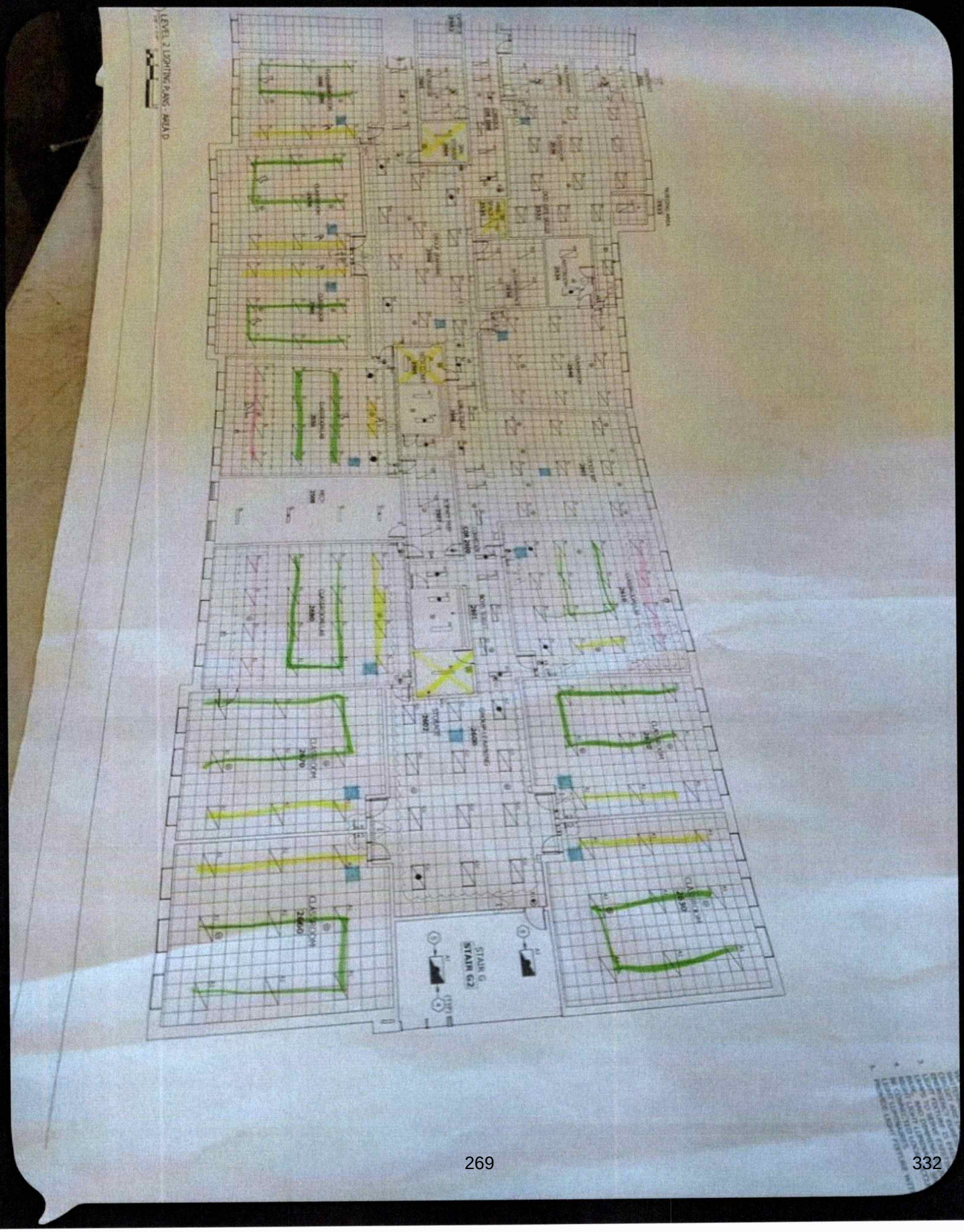
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302C



Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

302D



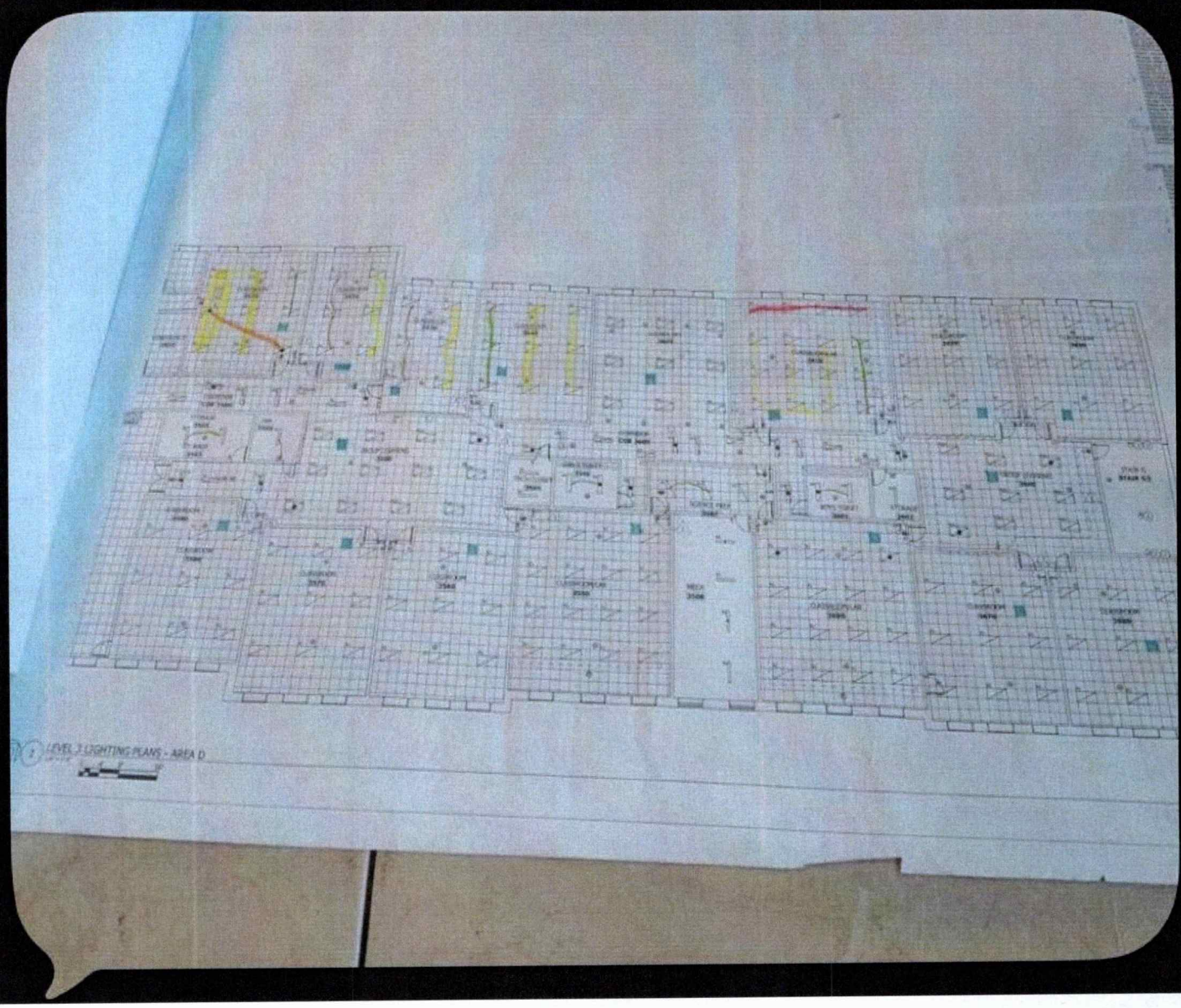
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303C



Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

303D



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)*	**$ -**

ISD 709 Duluth Public Schools

CCO #009

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 #009: Belknap Electric CO #009

CONTRACT COMPANY:	**Belknap Electric** 1513 Belknap St Superior, Wisconsin 54880	**CONTRACT FOR:**	S23075-013:WS 13 - Electrical
DATE CREATED:	9/09/2026	**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:**	$8,308.60

DESCRIPTION:
CE #103 - duct detectors: $8,308.60
added to the 3rd floor mechanical room for the duct that feeds the 2nd floor bathrooms.

added on the 1st floor in classroom 185 for the duct that feeds bathroom and kitchen area.

ATTACHMENTS:
duct detectors.pdf

CHANGE ORDER LINE ITEMS:
CCO #009

#	Cost Code	Description	Type	Amount
1	05-5.13 - WS 13 - Belknap Electric		Other	$ 8,308.60
			Subtotal:	$8,308.60
			Grand Total:	**$8,308.60**

The original (Contract Sum)	$ 2,668,386.00
Net change by previously authorized Change Orders	$ 237,829.61
The contract sum prior to this Change Order was	$ 2,906,215.61
The contract sum would be changed by this Change Order in the amount of	$ 8,308.60
The new contract sum including this Change Order will be	$ 2,914,524.21
The contract time will not be changed by this Change Order by	

DS
BB

Belknap Electric
1513 Belknap St
Superior Wisconsin 54880
Signed by: Christopher L. Krook 9/14/2026
32AE78AD13434B5...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek 9/14/2026
F29B9BE92B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Bunich 9/15/2026
3DAA09D0FEB545E...
SIGNATURE **DATE**

ISD 709 Duluth Public Schools

CCO #010

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 #010: Belknap Electric CO #010

CONTRACT COMPANY:	**Belknap Electric** 1513 Belknap St Superior, Wisconsin 54880	**CONTRACT FOR:**	S23075-013:WS 13 - Electrical
DATE CREATED:	9/09/2026	**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:**	No Change Reason
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$14,303.14

DESCRIPTION:
CE #097 - added power and data per owner request: $5,247.00

CE #104 - card reader in elevator: $9,056.14

ATTACHMENTS:
card reader in elevator.pdf owner power and data request.pdf

CHANGE ORDER LINE ITEMS:
CCO #010

#	Cost Code	Description	Type	Amount
1	05-5.13 - WS 13 - Belknap Electric	added card reader in elevator per owner request	Other	$ 5,247.00
2	05-5.13 - WS 13 - Belknap Electric	added network outlets per owner request	Other	$ 9,056.14
			Subtotal:	$14,303.14
			Grand Total:	**$14,303.14**

The original (Contract Sum)	$ 2,668,386.00
Net change by previously authorized Change Orders	$ 246,138.21
The contract sum prior to this Change Order was	$ 2,914,524.21
The contract sum would be changed by this Change Order in the amount of	$ 14,303.14
The new contract sum including this Change Order will be	$ 2,928,827.35
The contract time will not be changed by this Change Order by	

DS
BB

Belknap Electric
1513 Belknap St
Superior Wisconsin 54880
Signed by: Christopher L. Krook 9/14/2026
12AE784D1434B5...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek 9/14/2026
F29F0BF62D28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Zunich 9/15/2026
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SIGNATURE **DATE**

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ISD 709 Duluth Public Schools

CCO #011

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 #011: Belknap Electric CO #011

CONTRACT COMPANY:	**Belknap Electric** 1513 Belknap St Superior, Wisconsin 54880	**CONTRACT FOR:**	S23075-013:WS 13 - Electrical
DATE CREATED:	10/05/2026	**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:**	$2,590.57

DESCRIPTION:
CE #112 - Misc Electrical Outlet Adds- owner directed: $2,590.57

- Add data jack in Lobby 136
- Add 2 outlets each in rooms 258 & 259 on the plan East walls

ATTACHMENTS:
2026-0921 - ISD 709-DNT Building Renovation CE#112 Belknap Electric.pdf

CHANGE ORDER LINE ITEMS:
CCO #011

#	Cost Code	Description	Type	Amount
1	05-5.13 - WS 13 - Belknap Electric		Other	$ 2,590.57
			Subtotal:	$2,590.57
			Grand Total:	**$2,590.57**

The original (Contract Sum)	$ 2,668,386.00
Net change by previously authorized Change Orders	$ 260,441.35
The contract sum prior to this Change Order was	$ 2,928,827.35
The contract sum would be changed by this Change Order in the amount of	$ 2,590.57
The new contract sum including this Change Order will be	$ 2,931,417.92
The contract time will not be changed by this Change Order by	

DS
BB

Belknap Electric
1513 Belknap St
Superior Wisconsin 54880
Signed by: Christopher L. Brook 10/6/2026
32AE784D1343483...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek 10/6/2026
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SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Zunich 10/12/2026
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SIGNATURE **DATE**

ISD 709 Duluth Public Schools

CCO #005

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 #005: Sorlie CO #005

CONTRACT COMPANY:	**Sorlie Acoustics** 4729 Martin Road Duluth, Minnesota 55803	**CONTRACT FOR:**	S23075-009:WS 09 - Acoustical Ceilings
DATE CREATED:	10/01/2026	**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:**	No Change Reason
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$17,293.00

DESCRIPTION:
CE #090 - PR 12: $12,623.00

CE #101 - ACT Field work orders: $4,670.00
misc items per email

ATTACHMENTS:
PR 12-ISD 709 DNT Building.pdf

CHANGE ORDER LINE ITEMS:
CCO #005

#	Cost Code	Description	Type	Amount
1	05-5.09 - WS 09 - Sorlie Acoustics		Other	$ 4,670.00
2	05-5.09 - WS 09 - Sorlie Acoustics		Other	$ 12,623.00
			Subtotal:	$17,293.00
			Grand Total:	**$17,293.00**

The original (Contract Sum)	$ 190,685.00
Net change by previously authorized Change Orders	$ 9,550.00
The contract sum prior to this Change Order was	$ 200,235.00
The contract sum would be changed by this Change Order in the amount of	$ 17,293.00
The new contract sum including this Change Order will be	$ 217,528.00
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 10/1/2026
F1D8F7AD0D4E40C...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 10/1/2026
F29F9BF02B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 10/5/2026
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SIGNATURE **DATE**

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ISD 709 Duluth Public Schools

CCO #014

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 #014: Intercon CO #014

CONTRACT COMPANY:	**Intercon Group, Inc.** 1775 Shilhon Road Duluth, Minnesota 55804	**CONTRACT FOR:**	S23075-003:WS 03 - General Construction
DATE CREATED:	9/09/2026	**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:**	No Change Reason
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$7,234.00

DESCRIPTION:
CE #105 - stair ledge: $2,730.00

CE #107 - Field Work Orders July: $3,415.00

CE #108 - vanity top in basement: $1,089.00

ATTACHMENTS:
COR 39 Floor protection against General Allowance - Copy.docx COR 38 Added Vanity Top 012 Restroom.pdf FWO July.pdf ISD 709 DNT Reno. COR 22 - Stairs in Alley-Concrete ledge.pdf

CHANGE ORDER LINE ITEMS:
CCO #014

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	added vanity top- owner directed	Other	$ 1,089.00
2	05-5.04 - WS 03 - Intercon Group	Misc Field Work Orders- July	Other	$ 3,415.00
3	05-5.04 - WS 03 - Intercon Group	Stair Ledge removal- owner directed	Other	$ 2,730.00
			Subtotal:	$7,234.00
			Grand Total:	**$7,234.00**

The original (Contract Sum)	$ 3,275,480.00
Net change by previously authorized Change Orders	$ 355,641.81
The contract sum prior to this Change Order was	$ 3,631,121.81
The contract sum would be changed by this Change Order in the amount of	$ 7,234.00
The new contract sum including this Change Order will be	$ 3,638,355.81
The contract time will not be changed by this Change Order by	

ISD 709 Duluth Public Schools

CCO #014

DS
BB

Intercon Group, Inc.
1775 Shilhon Road
Duluth Minnesota 55804
Signed by:
Brian Lobbestael 9/14/2026
9C56F94A9E9342D...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 9/14/2026
F29F9BFB2B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Zunich 9/15/2026
3DAA69D5EEB545E...
SIGNATURE **DATE**

ISD 709 Duluth Public Schools

CCO #015

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 #015: Intercon CO #015

CONTRACT COMPANY:	**Intercon Group, Inc.** 1775 Shilhon Road Duluth, Minnesota 55804	**CONTRACT FOR:**	S23075-003:WS 03 - General Construction
DATE CREATED:	9/09/2026	**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:**	$13,345.00

DESCRIPTION:
CE #106 - door HW changes: $13,345.00
added door hardware per owner direction.
Cylinders by owner per contract documents

ATTACHMENTS:
door hw changes.pdf

CHANGE ORDER LINE ITEMS:
CCO #015

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group		Other	$ 13,345.00
			Subtotal:	$13,345.00
			Grand Total:	**$13,345.00**

The original (Contract Sum)	$ 3,275,480.00
Net change by previously authorized Change Orders	$ 362,875.81
The contract sum prior to this Change Order was	$ 3,638,355.81
The contract sum would be changed by this Change Order in the amount of	$ 13,345.00
The new contract sum including this Change Order will be	$ 3,651,700.81
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 9/14/2026
0C38F94A8E9342D...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek 9/14/2026
F79E9BFB2828427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Bunich 9/15/2026
3DA4B9DBEEB545E...
SIGNATURE **DATE**

ISD 709 Duluth Public Schools

CCO #016

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 #016: Intercon CO #016

CONTRACT COMPANY:	**Intercon Group, Inc.** 1775 Shilhon Road Duluth, Minnesota 55804	**CONTRACT FOR:**	S23075-003:WS 03 - General Construction
DATE CREATED:	9/09/2026	**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:**	$10,943.00

DESCRIPTION:
CE #109 - exterior signage- added letters: $10,943.00

ATTACHMENTS:
added signage.pdf

CHANGE ORDER LINE ITEMS:
CCO #016

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	added letters to exterior sign	Other	$ 10,943.00
			Subtotal:	$10,943.00
			Grand Total:	**$10,943.00**

The original (Contract Sum)	$ 3,275,480.00
Net change by previously authorized Change Orders	$ 376,220.81
The contract sum prior to this Change Order was	$ 3,651,700.81
The contract sum would be changed by this Change Order in the amount of	$ 10,943.00
The new contract sum including this Change Order will be	$ 3,662,643.81
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 9/14/2026
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek 9/14/2026
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Bunich 9/15/2026
SIGNATURE **DATE**

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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
SIGNATURE

7/1/2026
DATE

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:
Jason Filipek
SIGNATURE

7/1/2026
DATE

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:
Simone Zunich
SIGNATURE

8/5/2026
DATE

ISD 709 Duluth Public Schools

CCO #007

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 #007: Pinnacle CO #007

CONTRACT COMPANY:	**Pinnacle Wall Systems** 4849 White Bear Parkway White Bear Lake, Minnesota 55110	**CONTRACT FOR:**	S23075-005:WS 05 - Gypsum Assemblies
DATE CREATED:	8/23/2026	**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:**	$4,504.00

DESCRIPTION:
CE #102 - FWO 11703& 11704: $4,504.00

ATTACHMENTS:
DNT 25221 - PINNACLE WALL SYSTEMS - 11703 & 11704.pdf

CHANGE ORDER LINE ITEMS:
CCO #007

#	Cost Code	Description	Type	Amount
1	05-5.06 - WS 05 - Pinnacle Wall Systems	Ceiling install in basement	Other	$ 4,504.00
			Subtotal:	$4,504.00
			Grand Total:	**$4,504.00**

The original (Contract Sum)	$ 1,065,000.00
Net change by previously authorized Change Orders	$ 125,369.00
The contract sum prior to this Change Order was	$ 1,190,369.00
The contract sum would be changed by this Change Order in the amount of	$ 4,504.00
The new contract sum including this Change Order will be	$ 1,194,873.00
The contract time will not be changed by this Change Order by	

DS BB

Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake Minnesota 55110
Signed by: Sam Caspers 8/27/2026
5451A02B1FB04C7...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek 8/26/2026
F29F9BF02B26427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Bunich 9/22/2026
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SIGNATURE **DATE**

ISD 709 Duluth Public Schools

CCO #008

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 #008: Pinnacle CO #008

CONTRACT COMPANY:	**Pinnacle Wall Systems** 4849 White Bear Parkway White Bear Lake, Minnesota 55110	**CONTRACT FOR:**	S23075-005:WS 05 - Gypsum Assemblies
DATE CREATED:	10/05/2026	**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:**	$629.00

DESCRIPTION:
CE #117 - Room 147- misc drywall repair not shown on plans: $629.00
Room 147- misc drywall repair not shown on plans

ATTACHMENTS:
DNT 25221 - PINNACLE WALL SYSTEMS - 13084.pdf

CHANGE ORDER LINE ITEMS:
CCO #008

#	Cost Code	Description	Type	Amount
1	05-5.06 - WS 05 - Pinnacle Wall Systems	misc drywall repair room 147 not on plans	Other	$ 629.00
			Subtotal:	$629.00
			Grand Total:	**$629.00**

The original (Contract Sum)	$ 1,065,000.00
Net change by previously authorized Change Orders	$ 129,873.00
The contract sum prior to this Change Order was	$ 1,194,873.00
The contract sum would be changed by this Change Order in the amount of	$ 629.00
The new contract sum including this Change Order will be	$ 1,195,502.00
The contract time will not be changed by this Change Order by	

DS
BB

Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake Minnesota 55110
DocuSigned by:
Jack Mulcahy 10/6/2026
2830D3440006B40E...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 10/6/2026
F29F3BF02B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 10/12/2026
3DA89DBEEB545E...
SIGNATURE **DATE**

ISD 709 Duluth Public Schools

CCO #005

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 #005: Superior Glass CO #005

CONTRACT COMPANY:	**Superior Glass Inc.** 7500 Tower Avenue Superior, Wisconsin 54880	**CONTRACT FOR:**	S23075-004:WS 04 - Glass & Glazing
DATE CREATED:	10/02/2026	**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:**	No Change Reason
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$4,218.00

DESCRIPTION:
CE #111 - door closures 100.1 & 100.2: $424.00
Add closures on the right door panels of 100.1 & 100.2

CE #114 - Re install window: $2,536.00

CE #115 - AGO- Damaged Window: $1,258.00

ATTACHMENTS:
CE #111 (1).pdf CHANGE ORDER 06 (AG OBIEN).pdf CHANGE ORDER 05.pdf

CHANGE ORDER LINE ITEMS:
CCO #005

#	Cost Code	Description	Type	Amount
1	05-5.05 - WS 04 - Superior Glass	damaged glass- credit issued from AGO	Other	$ 1,258.00
2	05-5.05 - WS 04 - Superior Glass	re-install existing windows needed for construction	Other	$ 2,536.00
3	05-5.05 - WS 04 - Superior Glass	door operators not in contract	Other	$ 424.00
			Subtotal:	$4,218.00
			Grand Total:	**$4,218.00**

The original (Contract Sum)	$ 48,140.00
Net change by previously authorized Change Orders	$ 14,117.00
The contract sum prior to this Change Order was	$ 62,257.00
The contract sum would be changed by this Change Order in the amount of	$ 4,218.00
The new contract sum including this Change Order will be	$ 66,475.00
The contract time will not be changed by this Change Order by	

Docusign Envelope ID: 2B1A1CC2-E6C6-8913-8116-1C5140D66AA1

ISD 709 Duluth Public Schools

CCO #005

DS

BB

Superior Glass Inc.
7500 Tower Avenue
Superior Wisconsin 54880

DocuSigned by:
Shawn Sz
AF495C49AA684CF...
10/7/2026
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:
Jason Filipek
F2059BE62B28427...
10/7/2026
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:
Simone Zunich
1DAA69D6EEB545E...
10/12/2026
SIGNATURE **DATE**

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, November 12, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 417 Chemical Use & Abuse (replacing 5150 Chemical Use, Abuse, and Dependency) 2
   - B. 523 Policies Incorporated by Reference 8
3. **POLICIES FOR SECOND READING**
   - A. 422 Policies Incorporated by Reference 9
4. **POLICIES FOR REVIEW**
   - A. 806 Crisis Management Policy 10
5. **REGULATIONS - Informational**
6. **OTHER**

417 CHEMICAL USE AND ABUSE

[NOTE: This policy reflects mandatory provisions of state and federal law and is not discretionary.]

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substance, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.

B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.

C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

D. The school district shall establish a drug-free awareness program for its employees.

[NOTE: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law.]

III. DEFINITIONS

A. "Chemical abuse," as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor's normal function in academic, school, or social activities is chronically impaired.

B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of

Minnesota Statutes, section 152.02 and "marijuana" as defined in Minnesota Statutes, section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.

C. "Drug prevention" means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

D. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

[NOTE: School districts are not required to participate in a chemical abuse program or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be

assigned to a specified staff member such a school counselor or administrator.]

2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40-121A.56.

3. Searches by school district officials in connection with the use, possession, or transfer of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.

4. Nothing in Paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team designated by the superintendent or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes, section 13.32 and applicable federal law and regulations.

2. Destruction of Records

a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes, section 138.163 (Preservation and Disposal of Public Records).

F. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required*.*

[NOTE: State law permits schools to provide these services to minor students without the consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]

V. EMPLOYEES

A. The school district shall establish a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.

2. The school district's policy of maintaining a drug-free workplace.

3. Available drug counseling, rehabilitation, and employee assistance programs.

4. The penalties that may be imposed on employees for drug abuse violations.

B. The school district shall notify a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

5150 CHEMICAL USE, ABUSE, AND DEPENDENCY

The School Board recognizes the existence of conditions such as chemical use, abuse, and dependency which impede the educational process. Therefore, the School District shall assist in the prevention, identification, and response to chemical use problems in the early stages.

1. Prevention

a. Instruction at all levels is intended to enable students to make responsible decisions regarding chemical use.

b. In addition to the student program, staff members will participate in on-going in service programs related to the broad range of chemical health issues.

2. Identification

a . The School District shall assist in the identification of abuse cases and facilitate professional evaluation, support, and rehabilitation services.

b. Teachers and other staff members have a responsibility to observe behavior changes in students and document and report these observations.

c. In secondary schools, the chemical dependency program shall be coordinated by the building student assistance team and at the elementary schools by the principal. d. When the behavior of a student jeopardizes his/her health, safety, welfare, or that of other students or staff, there will be an immediate intervention. Immediate intervention is mandated when a student is observed possessing, consuming, or distributing chemical substances on school grounds or at school events. Appropriate action shall be taken by school personnel to deal with alleged violators.

3. Response

a. Students who become chemically dependent are subject to the same educational standards and expectations as students with other health problems.

b . The school will assist in a system of support upon the return of a student from the treatment of his/her problem.

c. Programs shall be designed not only for a student who is chemically dependent but for the student whose academic performance is affected by a family member who is chemically dependent. Such students shall be advised as to the availability of community assistance programs.

d. All records pertaining to a student's chemical dependency problem shall be private data on individuals and retained apart from other school records. Access shall be limited to the student, individuals with the School District whose work assignment reasonably requires access, entities who are authorized by statute or federal law to have access and entities or individuals given access by the express written direction of the data subject pursuant to Minnesota Statute Section 13.01 to 13.87 and State Rules Part 1205.400, Subd. 2.

Adopted: 09-08-1981 ISD 709
Revised: 01-21-1986
0 6-20-1995 ISD 709

*Adopted:*_____ *MSBA/MASA Model Policy 523*
Orig. 1995
*Revised:*_____ *Rev. 2022*

523 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in the school district's policies are applicable to students as well as to employees. To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies that also apply to students:

Model Policy 413	Harassment and Violence
Model Policy 417	Chemical Use and Abuse
Model Policy 418	Drug-Free Workplace/Drug-Free School
Model Policy 419	Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices
Model Policy 420	Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

*Adopted:*_____ *MSBA/MASA Model Policy 422*
Orig. 1995
*Revised:*_____ *Rev. 2022*

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies that also apply to employees:

Model Policy 505	Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507	Corporal Punishment
Model Policy 510	Student Activities
Model Policy 511	Student Fundraising
Model Policy 517	Student Recruiting
Model Policy 518	DNR-DNI Orders
Model Policy 519	Interviews of Students by Outside Agencies
Model Policy 522	Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process
Model Policy 524	Internet Acceptable Use and Safety Policy
Model Policy 525	Violence Prevention
Model Policy 535	Service Animals in Schools

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

New Policy
First Reading: 10.20.2026
Second Reading:
Adopted:

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students,

families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of

the following:

i. strong evidence from one or more well designed and well implemented experimental studies;

ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least twenty-four (24) hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt-out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one (1) hour, or one (1) standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

a. student opportunities for leadership related to prevention and safety;

b. encouragement and support to students in establishing clubs and programs focused on safety; and

c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites pursuant to the school district's Visitors to School District Buildings and Sites policy.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:

Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:

MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Resources:

~~MDE: Model Cardiac Emergency Response Plan [Rev. 11/25] (accessed 03/10/26)~~

MN Department of Public Safety: School Safety Resources (accessed 03/10/26)

~~U.S. Department of Education: Practical Information on Crisis Planning: A Guide for Schools and Communities [January 2007] (accessed 3/10/26)~~

I Love U Guys Foundation, *Standard Response Protocol*
https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

National Association of School Psychologists
PREPaRE Model

Replacing:	Policy 5123, 4040, 4040R
First Reading:	1/22/2019
Adopted:	2/26/2019
First Reading:	1/14/2025
Second Reading:	2/11/2025
Adopted:	2/25/2025
Reviewed:	9/16/2025
Revised:	

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
Congdon	Schweitzer Engineering laboratories, Inc	$100.00		The place of employment of a former student of Congdon's allows every employee to donate $100 to an educational institution of their choice to come from the company. Employee is Ryan Fowler
Denfeld	Northalnd Cribbage Tournament-Matt Oman	$1,200.00		$1200.00 was a cash donation-$530.00 was gift card donations
Districtwide	United Way; Jaci Christiansen	In-kind		~450 Cotsco backpacks-distributed to Social Workers in the district
East	East Basketball Association, Inc	$1,112.89 - for basketballs for BOYS BASKETBALL paid by East Basketball Association Inc	YES - for basketballs for boys' basketball	This is basketballs for BOYS BASKETBALL
East	East Basketball Association, Inc	$4,810 - for white jerseys for BOYS BASKETBALL paid for by East Basketball Association Inc	YES - for basketballs for boys' basketball	This is basketballs for BOYS BASKETBALL

East	Duluth Grill	$75 gift card	Will be part of a random drawing for all blood donors at East HS on Nov 19th	
East	Vitta Pizza	$5 off coupons (on a purchase of $25 or more) x75	Distributed to all blood donors on Th Nov 19th	
Headstart	Jane Killough	$50.00	Head Start Transportation	
Headstart	Jane Killough	$50.00	Head Start Transportation	
Headstart	Jane Killough	$50.00	Head Start Transportation	
Laura MacArthur	Wolf Ridge Environmental Learning Center	$7,000.00	The scholarship is to be applied to MacArthur's Wolf Ridge ELC invoice	This scholarship allows us to attend WR at an accessible cost to families
Piedmont	Bonnie J. Jacobson Farmers Insurance Agency	In-kind		Donation of jackets and winter gear for Piedmont Students
Piedmont	Anonymous	In-kind		27 squishy dumplings

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Northeast Service Cooperative	Lauren Faherty	Denfeld High - Guidance Department	320	Transportation cost over to Northwood tech for their Career Day, an opportunity for Juniors and Seniors to have hand on exploration in a variety of career fields
MN Vison Health (SEVA Foundation)	Ira Teng	Duluth Preschool	22,000	Access to vision exams focus on Native Americans and getting glasses
Miin	Emily Silverness and Nashay Howes	Misaabekong	25,000	1. What positive changes will the funds make to your organization? This grant will create an enormous amount of positive change to our program. It will help our teachers create a stronger network of immersion programming, give us insight into curriculum and various assessment development to better track our student's growth at Misaabekong. Currently, our program has a

				very limited budget to pay for elders or community experts. With these funds we will be able to hire more community leaders and elders to teach traditional activities to our students, which will ensure a stronger understanding of Anishinaabe izhitwaawin throughout the year. We will also utilize the grant to purchase more classroom resources, books, and manipulatives to better accommodate the needs of all our students and create an enriching learning environment. One of our biggest challenges has been attending professional development opportunities here at Misaabekong. This grant will help send our staff on various professional development opportunities, so that we may be up to date on best practices in Indigenous Immersion education and help build our network capacity with other Indigenous Immersion programs. If we are to receive this grant, we would also like to use some of it on field trips or outdoor education opportunities and/or any expenses related to those activities. Finally, in our culture we believe when a person transfers knowledge to another we should gift them for sharing, this grant will help

				support our program purchasing traditional gifts and honorariums for any elders and community leaders/experts to show our appreciation for the knowledge they carry. 2. How will you measure those changes? All curriculum and assessment development will be tracked and then shared with MIIN. By utilizing our data from the previous year and comparing it to how students perform this coming Fall, Winter, and Spring we'll be able to assess student growth and the impact these changes have made. Any items purchased for the classroom will create a more enriching classroom environment and can also be tracked through progress reports. Any funds used for professional development can be tracked through CEU's and travel documentation. Since professional development is monitored qualitatively versus quantitatively we will have our staff fill out a google survey on their experiences and how it will impact their teaching strategies in the future. **I am unsure if any financial tracking has to be reported

				back on this grant but I am assuming it does so I checked yes below. I reached out but have not heard back from them yet on the requirements of this.

RESOLUTION RELATING TO GENERAL OBLIGATION AID ANTICIPATION CERTIFICATES OF INDEBTEDNESS, SERIES 2026B, IN AN AMOUNT NOT TO EXCEED $27,000,000; AUTHORIZING THE ISSUANCE AND ESTABLISHING THE TERMS THEREOF; AND AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE AWARD AND SALE

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

Section 1. Certificates Purpose and Authorization.

1.01 Under and pursuant to the authority contained in Minnesota Statutes, Sections 126C.50 through 126C.56, as amended (the "Act"), and Minnesota Statutes, Chapter 475, the board of any school district may borrow money upon aid anticipation certificates in anticipation of receipt of state aid for schools as defined by Minnesota statutes and federal school aids to be distributed by or through the Minnesota Department of Education (the "Department").

1.02 The School Board hereby determines that it is necessary to borrow, pursuant to the Act, upon aid anticipation certificates of indebtedness in an amount not to exceed $27,000,000 in anticipation of receipt of state aids for schools and of federal school aids to be distributed by or through the Department during the July 1, 2026 to June 30, 2027 fiscal year (the "School Aids"), which are necessary for timely payments of anticipated expenditures from the District's operating funds (the "Funds"). Such amount does not exceed 75% of the School Aids which are receivable by the District in such fiscal year as estimated by the Commissioner of the Department.

1.03 The School Board hereby determines that it is necessary and expedient that the District issue general obligation aid anticipation certificates of indebtedness as described in Section 1.02 above in a single issuance of General Obligation Aid Anticipation Certificates of Indebtedness, Series 2026B, in an amount not to exceed $27,000,000 (the "Certificates").

Section 2. Award of Sale. Pursuant to Minnesota Statutes, Section 126C.56, the requirements of public sale do not apply to the issuance under certain circumstances of aid anticipation certificates of indebtedness. The District has retained PMA Securities, Inc., in Albertville, Minnesota, as independent financial advisor in connection with the sale of the Certificates. The School Board desires to proceed with the sale of the Certificates by direct negotiation to Robert W. Baird & Co., Inc., in Oakdale, Minnesota (the "Purchaser"), and any officer of the School Board and either the Superintendent or the Executive Director of Finance & Business Services are authorized to award the sale of the Certificates and execute a contract on the part of the District for the sale of the Certificates upon the terms set forth herein. The officers of the School Board and the Superintendent or the Executive Director of Finance & Business Services are also authorized to take all other action, consistent with the resolution, that is necessary to complete the award and sale of the Certificates provided that the principal amount of the Certificates shall not in any event exceed $27,000,000, nor shall the interest rate thereon exceed 5.0% per annum in any event. The authorization contained herein shall expire on June 30, 2027.

Section 3. Full Faith and Credit Pledge. The School Board hereby declares that the full faith and credit and taxing power of the District and the receipts of the School Aids, to the extent necessary to repay the Certificates, shall be and are hereby at all times irrevocably pledged for the payment of principal and interest on the Certificates when due.

Section 4. Certificates; Terms. The Certificates to be issued hereunder shall be dated the date of delivery to the Purchaser, but no later than December 29, 2026, shall be issued in the denomination of $100,000 each, or any integral multiple thereof, in fully registered form, lettered and numbered R-1 and upward. The Certificates shall mature on September 30, 2027 (the "Maturity Date").

The Certificates shall not be subject to redemption prior to the Maturity Date. The interest on the Certificates shall be payable on the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar designated below shall make the interest payments with respect to the Certificates by check or draft mailed to the registered owners of the Certificates shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day prior to the Maturity Date, whether or not a business day, at such owners' addresses shown on such bond registration records. Principal of the Certificates shall be payable on the Maturity Date and in accordance with and on presentation and surrender of the Certificate to the Bond Registrar.

Section 5. Bond Registrar; Registration of Certificates.

5.01 A. Appointment of Bond Registrar. The School Board hereby appoints Northland Bond Services, a division of First National Bank of Omaha of Minneapolis, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Certificates (such bank or its successor thereof is herein referred to as the "Bond Registrar"). No Certificate shall be valid or obligatory for any purpose unless or until the Bond Registrar's authentication certificate on such Certificate, substantially as set forth in Section 6 hereof, shall have been duly executed by an authorized representative of the Bond Registrar. Authentication certificates on different Certificates need not be signed by the same representative. The executed authentication certificate on each Certificate shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

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

C. At the option of the registered owners, the Certificates may be exchanged for other Certificates of any authorized denomination, of a like aggregate principal amount, maturing upon

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

D. Each Certificate delivered upon transfer of or in exchange for or in lieu of any other Certificate shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Certificate. Each Certificate shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The District and the Bond Registrar shall not be required to make any transfer or exchange during the 15 days next preceding the Maturity Date.

5.02 Book-Entry System.

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

B. Notwithstanding any provision herein to the contrary, so long as the Certificates shall be in Book-Entry Form, the provisions of this Section 5.02 shall govern.

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

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Certificates which are in Book-Entry Form. No transfer of any Certificate in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to

terminate the Book-Entry Form. All Certificates of such stated maturity of any Certificates in Book-Entry Form shall be issued and remain in a single Certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the District shall, upon delivery of all Certificates of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and deliver, Certificates of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Certificates.

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

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

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

E. The District and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including with respect to any notice required or permitted under this Bond Resolution to be given to any holder of a Certificate.

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

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

5.03 Lost or Damaged Certificates. If a Certificate becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Certificate of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Certificate or in lieu of and in substitution for any Certificate destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the District in connection therewith, including the cost of printing new Certificates; and, in the case of a Certificate destroyed, stolen or lost, upon filing with the Bond Registrar and the District of evidence satisfactory to them that the Certificate was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to

the Bond Registrar and the District of an appropriate bond or indemnity in form, substance and amount satisfactory to them and as provided by law, in which both the District and the Bond Registrar must be named as obligees. Certificates so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Certificate has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Certificate prior to payment.

5.04 Payment of Certificates.

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

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

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

Section 6. Form of Certificate. The Certificates to be issued hereunder shall be printed or typewritten in substantially the following form:

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

INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH)

GENERAL OBLIGATION AID ANTICIPATION CERTIFICATE
OF INDEBTEDNESS, SERIES 2026B

R-1 $27,000,000

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	September 30, 2027	December 29, 2026	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: TWENTY-SEVEN MILLION DOLLARS

Independent School District No. 709, St. Louis County, State of Minnesota (the "District"), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above on the Maturity Date specified above, together with interest thereon from the date of original issue specified above until paid at the annual interest rate specified above. The interest shall be payable on the Maturity Date specified above, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Certificate is not subject to redemption prior to maturity. Both principal and interest are payable at Northland Bond Services, a division of First National Bank of Omaha, in Minneapolis, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor Bond Registrar as may be designated by the School Board, in coin or currency of the United States of America, which on the date of payment is legal tender for payment of public and private debts. The Bond Registrar shall make the interest payment with respect to this Certificate directly to the registered owner hereof shown on the bond registration records maintained on behalf of the District by the Bond Registrar at the close of business on the 15th day of the month next preceding the Maturity Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for the payment of principal of the Certificate, the presentation and surrender of this Certificate, and all such payments shall discharge the obligation of the District to the extent of the payments so made. Payment of principal of the Certificates shall be made to the registered owner upon presentation and surrender of this Certificate to the Bond Registrar when due.

This Certificate is one of a series issued by the District in the aggregate amount of $27,000,000, pursuant to the authority contained in Minnesota Statutes, Sections 126C.50 through 126C.56, as amended, and Chapter 475, and all other laws and pursuant to an authorizing resolution adopted by the School Board of the District on November 19, 2026 (the "Resolution") authorizing Superintendent or the Executive Director of Finance & Business Services to award the sale of the Certificates on terms contained in the Resolution, for the purpose of authorizing receipt of unpaid state aids for school receivables by the District as hereinafter set forth.

It is hereby certified and recited that the amount of School Aids as defined in the Resolution yet to be received by the District in the July 1, 2026 to June 30, 2027 fiscal year, for deposit in the District's operating funds (the "Funds") is in the amount of $_____ as estimated by the State of Minnesota Commissioner of Education; that heretofore no aid anticipation certificates have been issued against the School Aids; and that the Certificates are issued in anticipation of collection of said School Aids.

This Certificate constitutes a general obligation of the District, and the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged to provide monies for the prompt and full payment of principal and interest when due. This Certificate is payable from a special debt service fund of the District established for payment of the Certificates by the Resolution.

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

The Certificates of this series are issued as fully registered certificates without coupons, in the denomination of $100,000 each, or any integral multiple thereof. Subject to limitations set forth in the Resolution, the District will, at the request of the registered owner, issue one or more new fully registered certificates in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Certificate, and of like tenor except as to number and principal amount. Subject to the limitations set forth in the Resolution, this Certificate is transferable by the registered owner hereof upon surrender of this Certificate for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the District shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Certificate, one or more new fully registered certificates in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of this Certificate. No service charge shall be made for any transfer or exchange hereinbefore referred to but the District may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

IT IS FURTHER CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Minnesota to be done, and to exist precedent to and in the issuance of this Certificate in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done and do exist in form, time, and manner as so required; and this

Certificate, together with all other debts of the District outstanding on the date hereof and the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness; that all taxable property within the boundaries of the District is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount.

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

IN WITNESS WHEREOF, Independent School District No. 709, by its School Board, has caused this Certificate to be executed in its name by the signatures of the Chair and the Clerk of the School Board; and the District has caused this Certificate to be dated the date of original issue set forth above.

Attest:

(form – no signature required)
Clerk

(form – no signature required)
Chair

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

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

NORTHLAND BOND SERVICES,
a division of First National Bank of Omaha
Minneapolis, Minnesota

By_____
Authorized Representative

REGISTRATION CERTIFICATE

This Certificate must be registered as to both principal and interest in the name of the owner on the books to be kept by Northland Bond Services, a division of First National Bank of Omaha of Minneapolis, Minnesota, as Bond Registrar. No transfer of this Certificate shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of

this Certificate and the interest accruing thereon is registered on the books of U.S. Bank National Association in the name of the registered owner last noted below.

Date	Registered Owner	Signature of Bond Registrar
12/__/26	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

ASSIGNMENT

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

_____

(Name and Address of Assignee)

_____ Social Security or other

_____ Identifying Number of Assignee

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

Dated: _____.

_____

_____

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

Signature Guaranteed:

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

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

Section 7. Funds; Deposits.

A. The Treasurer shall credit the proceeds received upon the sale of the Certificates, less amounts allocable to underwriter's discount and less amounts allocable to pay a part of the interest cost of the Certificates as allowed by Minnesota Statutes, Section 475.56, from the proceeds of the sale of the Certificates to the Funds, and the proceeds shall be used for the purposes for which the School Aids may be utilized.

B. A separate debt service fund for the Certificates is hereby created, to be designated as the "Series 2026B General Obligation Aid Anticipation Certificates of Indebtedness Fund" (the "Debt Service Fund"), to be used solely for the payment of interest on and the principal of the Certificates when due. Prior to the Maturity Date, there shall be deposited in the Debt Service Fund, State Aids or other school funds which may become available in an amount sufficient to pay all principal and interest due on the Certificates at Maturity.

C. The School Board hereby certifies that the School Aids for the July 1, 2026 to June 30, 2027 fiscal year yet to be received are in the amount of $_____.

D. The full faith and credit of the District are pledged to pay the Certificates. If the School Aids are insufficient to pay all principal and interest on the Certificates when due, the Treasurer shall, nevertheless, provide sufficient monies from other funds of the District which are available for that purpose, and such other funds shall be reimbursed from the Funds when the balance therein is sufficient. It is recognized that the District's liability on the Certificates is not limited to the collection of the School Aids, and the School Board covenants and agrees that it will levy upon all taxable property within the boundaries of the District and cause to be extended, assessed, and collected any additional taxes found necessary for full payment of the principal of and interest on the Certificates, without limitation as to rate or amount. The School Board hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended.

E. The School Board authorizes and directs the Board Chair, the Superintendent or the Executive Director of Finance & Business Services to submit a Minnesota School District Credit Enhancement Program Application for Default Preclusion to the Minnesota Department of Education, as provided by Minnesota Statutes, Section 126C.55. All actions by such officers taken with regard to such application prior to the date of this resolution are ratified and approved. The School Board hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee, to the extent provided therein, payment of the principal and interest on the Certificates when due. The School Board further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Certificates, or if, on the day two (2) business days prior to the date a payment is due on the Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Certificates of this issue remain outstanding.

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

G. The School Board acknowledges, represents and covenants that it must include a provision in its agreement with the Bond Registrar, as paying agent for the Certificates, that requires the Bond Registrar to inform the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Certificates or if, on the day two business days prior to the date a payment is due on the Certificates, there are insufficient funds to make the payment on deposit with the Bond Registrar.

Section 8. Tax Covenants and Arbitrage Matters.

8.01 Restrictive Action. The District covenants and agrees with the owners from time of the Certificates that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest on the Certificates to become includable in gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Certificates will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

8.02 Statement of Working Capital Expenditures and Arbitrage Certificate. The School Board estimates that the principal amount of the Certificates does not exceed (i) the largest amount

by which working capital expenditures in the Funds of the District exceed available amounts for payment thereof during the period for which the State Aids are anticipated and during which the Certificates will be outstanding, and (ii) the amount of a working capital reserve equal to five percent of the District's working capital expenditures in the Funds for the prior fiscal year, all as contemplated by the Regulations. The District Treasurer is directed to prepare a statement of estimated expenditures during the period for which the State Aids and other funds are anticipated and during which the Certificates will be outstanding for the purpose of verifying the correctness of this estimate. In the event that such statement does not verify such estimate, the principal amount of the Certificates shall be reduced to such amount as will not exceed the amount permitted by the Regulations. Prior to the issuance of the Certificates, the Chair and the Clerk, being the officers of the District charged with the responsibility for issuing the Certificates pursuant to this resolution, shall execute and deliver to the Purchaser a certificate as contemplated by the Regulations stating the facts, estimates and circumstances in existence on the date of issuance and delivery of the Certificates which indicate that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of the Code and the Regulations.

8.03 Arbitrage Rebate. The District acknowledges that the Certificates are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Certificates from gross income for federal income tax purposes, unless the Certificates qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no "gross proceeds" of the Certificates (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof.

Section 9. Filing with County Auditor. The Clerk of the District is directed to file with the County Auditor a certified copy of this Resolution, and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Certificates herein authorized have been duly entered on his register.

Section 10. Certified Proceedings. The officers of the District and the Superintendent or the Executive Director of Finance & Business Services are authorized and directed to prepare and furnish to the Purchaser of the Certificates and to bond counsel certified copies of all proceedings and records of the District pertaining to the authorization, issuance, and sale of the Certificates and such other affidavits and certificates as may reasonably be required to show the facts relating to the legality and marketability of the Certificates as such facts appear from the official books and records of the officers' custody or are otherwise known. All such certified copies, certificates, and affidavits, including any heretofore furnished, constitute representations of the District as to the correctness of facts recited therein and the actions stated therein to have been taken.

Section 11. Absent or Disabled Officers. In the event of the absence or disability of the Chair, the Clerk or the Treasurer, such officers or members of the School Board as in the opinion of the District's attorney may act in their behalf shall, without further act or authorization, execute

and deliver the Certificates, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 12. Official Statement. The Chair and the Clerk are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Certificates and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date thereof.

Adopted: November 19, 2026.

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

Yeah:

Nay:

_____ _____

Clerk Chair

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

I, the duly qualified and acting Clerk of the School Board of Independent School District No. 709, located in Duluth, Minnesota, do hereby certify that I am the official custodian of the records of the School District, and that I have compared the attached copy with the original records of the School District, and that it is a true and correct transcript taken from the records of a meeting of the School Board, held at the City of Duluth, Minnesota, on November 19, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of said Independent School District No. 709, this 19th day of November, 2026.

_____
Clerk

RESOLUTION

Non-Certified Business Division Administrators' Association

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Non-Certified Business Division Administrators' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2025 to June 30, 2027, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

Resolution HR-11-26-4190 November 17, 2026

COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

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COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

THIS AGREEMENT, entered into this , by and between the Non-Certified Business Division Administrators'' Association, hereinafter referred to as the ***"Association"***, and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as ***"School District"***, and relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE 1

Recognition

The School District formally recognizes the Non-Certified Business Division Administrators' Association as the exclusive bargaining representative for all business administrators of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

ARTICLE 2

School District And Association Rights

2.1 – School District Rights - It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

2.2 – Job Advertisement/New Or Changed Positions - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted on the School District's website for a period seven (7) calendar days. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

(a) The salary for all newly created positions, which would be within the appropriate bargaining unit, will be mutually agreed upon between the School District and the exclusive representative. The School District shall notify the President of the Association in writing as soon as practical of any such new position and the number of weeks to be worked. Representatives of the School District and the exclusive representatives shall meet and through use of available information from studies relating to pay equity, attempt to reach agreement on a pay schedule for the position. Should the School District and the exclusive representative be unable to agree on the appropriate salary of any such newly created position within ten (10) days of notification by the School District to the President of the Association, the School District shall determine the salary and the exclusive representative may then grieve such salary under Article 7 of this Agreement including binding arbitration.

In the event the District significantly increases the responsibility of a position in the unit, the following procedure will be followed:

Level 1: An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request for such consideration to the Level 1 Review Committee including unit members appointed by the Union as well as a District-designated resource person(s). This committee shall review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.. .

Level 2: The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within fifteen (15) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor;

If agreement cannot be reached at Level 2, a three (3) member committee will be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee will be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position for reclassification.

2.3 – Validity or Conformity To Law Clause - If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

2.4 – Savings Clause - In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

2.5 – Association Dues And "Fair Share" Fee - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated.

2.6 – Matters Not Covered - This Agreement represents the full and complete agreement between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

ARTICLE 3

Salary Regulations

3.1 – Relationship To Teachers' Agreement - The current provisions of the teachers' Agreement relative to salary deductions, paydays, physical examinations (if required), and direct deposit, unless specified different in this Agreement shall also apply to employees covered by this Agreement; except that all fifty-two (52) week employees to this Agreement shall be paid over twelve (12) months. Management reserves the right to set limits to the number of changes with appropriate notice given to membership.

3.2 – Vacation – Effective July 1, 2023, with continuous, regular full-time employment with the School District in any bargaining unit, employees on a fifty-two (52) week contract shall receive a lump sum accrual on the first pay period in July as shown below.

Period	Vacation Entitlement
First 10 Years of Service	20 Days
After 10 Years	25 Days
After 15 Years	27 Days
After 20 Years	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions. Employees on less than a full-time year contract shall have vacation days as outlined in Article 3, Section 3.2.1.

3.2.1 - Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined in Article 3, Section 3.2 except that vacation pay shall be prorated in accordance with the number of weeks actually worked.

3.2.2 - Employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used. Employees may be paid out for any prior year vacation balances up to eighty (80) hours upon written request at the end of any calendar year (December 31). Hourly payout shall be based on a rate of 1/40th the employee's weekly rate of pay

3.2.3 - Management will have the discretion to place new hires from outside the District on the vacation schedule by taking into consideration relevant employment experience.

3.2.4 - Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the School District.

3.3 – Holidays - All employees under this Agreement, who are on paid status by the District for the work days immediately preceding and immediately following paid holidays, will be paid for the following holidays:

New Year's Day, January 1
Martin Luther King Jr. Day
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Juneteenth,
Independence Day, July 4
Labor Day, the first Monday in September
Education Minnesota Friday
Thanksgiving Day, the fourth Thursday in November and the day after Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25

Presidents' Day and Education Minnesota Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as work days, in which case the employees shall receive an extra day(s) of vacation in lieu thereof, or another holiday at the discretion of the Superintendent.

Whenever New Year's Day or Independence Day fall on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead. Whenever Christmas Eve and/or Christmas Day fall on Saturday and/or Sunday, the day(s) shall be a paid holiday on a weekday defined by the District.

3.4 – Transfers - Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer.

3.5 – Layoff Policy - In the event of declining enrollments or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off in the inverse order in which they were employed by the School District in a supervisory position within the Unit. Period of service shall not be interrupted while an employee is on an approved leave of absence.

An employee laid off shall be entitled to bump into another supervisory position in the bargaining unit provided the employee being displaced has a shorter period of service and provided the employee desiring to bump into the position meets the minimum requirements for the position as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee on layoff shall have re-employment rights to a supervisory position that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee having been laid off shall have re-employment rights for a period of two (2) years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the employee is qualified for the supervisory position for which re-employment is sought. An employee shall not be allowed to bump into a promotion.

3.5.1 – ***Seniority*** - Seniority shall be determined by the date of hire. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application.

3.6 – Salaries - The salaries of the employees covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Placement on an appropriate step of the salary schedule for employees selected from outside or from inside the unit will be determined by agreement between the individual and the School District. If placement is made at any step other than the top step, the employee shall advance one step on each July 1 thereafter unless the person was hired later than March 1st of the same year.

Part-time employees or employees working less than fifty-two (52) weeks a year shall have the same rate of pay as outlined in Appendix A, except that pay shall be prorated in accordance with the number of hours and/or weeks actually worked.

3.7 – Overtime - Employees requested and required to work overtime shall not receive overtime pay nor any additional amount other than that specified in Appendix A attached to this Agreement, except that any employee who is employed for less than fifty-two (52) weeks per year if required to work beyond their contracted time shall be paid at the same rate per week as provided in their regular salary.

3.7.1 – Inclement Weather/Emergency Closing – When the Administration building is closed due to inclement weather or emergencies, non-essential employees shall not report to work and shall be paid for the day. Employees who are required to report to work onsite as determined by departmental protocols, shall receive equivalent time off to be taken at an alternate time.

Employees who are unable to perform the essential functions of their position offsite and are required to report to work when the Administration building is closed or delayed due to inclement weather or emergency closure shall be granted the equivalent time off to be taken at an alternative time consistent with Article 3.7.2 Flexible time and with consideration of the needs of the department.

When schools are closed and the Administration building remains open, non-essential employees who elect not to report to work may use vacation, personal leave, leave without pay, or if approved to do so, may work from an alternate site remaining accessible, accountable and responsive in completing their daily obligations to the District.

When the Administration building opening is delayed due to weather or emergency, employees will report to work at the time the building is opened. Employees electing not to report to work will be required to use vacation leave, personal leave or leave without pay.

3.7.2- Flexible Time- Scheduled Work

Employees should be assigned a reasonable work schedule. The District may approve an alternative work schedule for a unit, division or for individual members. Regardless of the schedule adopted, it is an expectation and performance metric that in the normal course employees are expected to work the hours necessary to complete assignments on a schedule that satisfies the requirements of the job and are required to work at least 80 hours per pay period. In the event that employees are scheduled special shifts in advance, or are scheduled to work outside their normal work schedule, employees will be allowed to flex any hours worked in excess of a normal workweek on an hour-for-hour basis, subject to work loads and scheduling requirements. The maximum number of hours allowed to be banked for flex purposes is 24 hours. Any hours over 24 will be paid to the employee at their regular rate of pay with the next available payroll cycle after the maximum amount is reached.

3.7.3- Technology Department Unscheduled Work/Call Out

In recognition of the unique needs, personnel and skills required to support the technology and communications infrastructure of the district, a call-out procedure has been developed and implemented as an operational protocol for the Technology group. This protocol is actively maintained in partnership with the members of the technology staff and the technology manager in order to provide ease of use, efficiency, support of critical infrastructure, and support for the technology staff for their expected on-call availability. The on-call protocol will be reviewed, at a minimum, on an annual basis in order to make sure the protocol is accomplishing the goals of preventing the disruption of critical technology and

communications infrastructure outages. The protocol will be revised or discontinued by mutual consent of the technology manager and technology staff if deemed appropriate following annual reviews of the protocol. If an emergency situation occurs that requires the immediate call out of a technology employee, the technology employee contacted will receive a stipend of $100 upon initial response to the emergency. Thereafter, unscheduled Work/Call Out compensation will be paid at the employee's regular hourly rate of pay equivalent for the first eight (8) hours of unscheduled work and one and one-half (1½) times the employee's regular hourly rate of pay equivalent for any hours thereafter.

Call Out compensation would start:

- immediately after an expected maintenance time window has lapsed and where work must be finished in order to restore technology services to a normal working state, or
- as soon as a request from a manager/administrator has been made to restore a service outside of normal operating business hours.

Call Out compensation would stop:

- after being asked to stop work by manager/administrative staff,
- after work is complete, or
- after an outage has been reclassified by the manager as non-business impacting and being asked to reschedule work for a regular maintenance window.

Regular technology maintenance work that has to be done outside of regular business hours and places an individual over 40 hours per week will accrue 1:1 flex time as noted in 3.7.2 and maintained in partnership by the technology manager and members of the Technology Department.

3.7.4 – Operations and Maintenance Department On-Call Duties
The term "on-call" is limited to a status in which an Employee, though outside regular business hours, is required by the Employer, to be available for duty. The Employee will receive clear advance notice that they will be "on-call". On-call may or may not be scheduled at the discretion of the Department Manager or their designee. A schedule of employees for On-call duty shall be agreed upon and established quarterly by the affected employees in coordination with the Manager of Facilities or their designee. The duty will commence at 7:30 a.m. on Monday of the assigned week and continue until 7:30 am of the following Monday. For weeks where Monday is considered a holiday, duty from the previous week will continue until 7:30 am of the following Tuesday. During this period, the employee will be scheduled to work their regular hours and, in addition, they shall remain on call and be immediately available for any emergency during all non-work hours of their call-out assignment. Employees who are on-call shall receive an annual stipend of $2800, paid monthly.

3.7.5 Remote Work- Employees may work remotely when approved by their supervisor and appropriate and practical for their individual work, as well as the collective work of their teams and individuals they support. The employee must have suitable connectivity to perform all District work and will be responsible for any remote internet requirements.

3.8 – Probation/Termination - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason. Following said one (1) year of consecutive employment with the School District, said employee shall not be discharged, suspended or demoted (excluding demotions due to budgetary requirements) except for just cause. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to have his/her status reviewed within the time limits and pursuant to the provisions of Article 7, Grievance Procedure and Arbitration.

3.8.1 Tort/Liability Protection - The School District agrees, subject to the provisions of state statute, that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suites, actions, and legal proceedings brought against any member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

3.9 – Definition Of Work Year - The number of weeks to be worked is specified in the salary schedule as set forth in Appendix A.

Leaves of Absence

4.1 – Sick Leave - Sick leave shall be accumulated at the rate of thirteen (13) days per year, accumulative to two-hundred twenty-three (223) days for fifty-two (52) week employees. Less than fifty-two (52) week employees shall be prorated according to this formula based on the number of weeks worked. The School District may require reasonable documentation for leave use only when an absence exceeds three (3) consecutive workdays.

4.1.1 – Sick Leave Bank - Each August 1, the sick leave bank should be reviewed and one (1) day of sick leave shall be deducted from the yearly sick leave of each employee in the bargaining unit in order to maintain the accumulated total of days in the bank at approximately eight hundred (800) hours (100 days). No deduction should be made, however, from an individual unless a one (1) day deduction from each member of the unit brings the sick leave bank up to but not to exceed eight hundred (800) hours.

4.2 – Professional Leave - An employee covered by this contract may be granted leave to participate in a professional, patriotic or civic duty without loss of salary, provided such leave is approved by the Superintendent or his/her designated representative. Leaves of short duration (less than a week, but usually one (1) or two (2) days) will be provided to employees covered by this contract who are serving on commissions, state boards, etc., provided the leave is approved by the Superintendent or his/her designated representative. Stipends received for any professional leave granted without loss of salary will be given to the School District less necessary expenses incurred during the professional leave.

4.3 – Death In Family - Leave shall be granted to all persons covered by this Agreement to attend a funeral and related needs in their immediate family, according to the following allowances:

(a) Three (3) days leave - when travel up to one hundred fifty (150) miles is required.
(b) Five (5) days leave - when travel in excess of one hundred fifty (150) miles is required.

This leave shall be deducted from sick leave.

Family shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this Section, ***"death in family"*** shall include father, mother, brother, sister, husband, wife, child, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew and grandchild. This shall also apply to foster relationships in the above listed categories. A ***"registered domestic partner"*** shall mean an individual who has been registered through the City of Duluth as a domestic partner of an employee of the District.

4.4 – Personal Leave - All employees within the bargaining unit may take one (1) non-cumulative personal leave day per year at a time approved by the employee's supervisor and agreeable with the employee. The day will be deducted from the employee's sick leave balance***.***

4.5 – Military Leave - Military leave of absence with pay will be granted and administered as required by Minnesota State Statute 192.26, Subd. 1. Where possible, all military leave with pay shall be taken while the employee is not working or under contract to perform services for the School District, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to military leave with pay from the School District during the time the employee is working, or his/her services are under contract to be performed for the School District.

4.6 – Leave Of Absence Without Pay - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

4.7 – Parental Leave - Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

4.8 – Family And Medical Leave Act - Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

4.9 – Jury Duty - When an employee is selected for jury duty, the Superintendent will be notified and if the Superintendent or his/her designee requests, the employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified. The employee will receive his/her regular contractual salary while on jury duty; however, jury pay, less expenses incurred in travel outside the School District, shall be surrendered to the School District.

ARTICLE 5

Insurance

5.1 – Hospital And Medical Insurance - The School District shall make available to each employee within this bargaining unit the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of the cost for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

5.2 – Long-Term Disability Insurance - The School District will pay the cost of long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect of the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment to be effective in the next calendar year.

5.3 – Life Insurance - Group term life insurance in the face amount of $50,000 will be provided for each employee of the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of $100,000 can be purchased in $10,000 increments and dependent life insurance will be made available at the employee's cost.

5.4 – Dental Insurance - The District shall make available to each employee within this bargaining unit, the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees of this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

ARTICLE 6

Travel

6.1 – Employee Travel - Reimbursement will be made by the School District for authorized employee travel as follows:

6.1.1 – In-District Travel - Mileage expense shall be paid to any employee using his/her personal vehicle in the course of his/her employment, providing such use is authorized by the school administration. The mileage rate paid shall be established by Board policy.

6.1.2 – Out-Of-District Travel - Hotels, and registration at actual cost, commercial transportation when used, at actual cost. Private automobiles, when authorized and used shall be paid mileage allowance at the District policy level allowance in force at the time. Meals shall be reimbursed not to exceed the amount specified by District Policy #4133.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-District travel from the Superintendent or his/her delegated representative. Reimbursement for out-of-District travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of employees or the role of the exclusive representative of employees in the meet and negotiation process.

ARTICLE 7

Grievance Procedure And Arbitration

7.1 - Definitions

7.1.1 - A ***"grievance"*** is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

7.1.2 - The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

7.1.3 - The term ***"days"*** when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

7.2 – Representation Rights - The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

7.3 – Procedures - Step I. The aggrieved employee shall present his or her grievance in writing to the Human Resources Manager or his/her designee within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a violation, misapplication, or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Sections of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Manager or his/her designee and notify the aggrieved employee, his/her designated representative, and the Association. A decision in writing by the Human Resources Manager or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

7.4 – Arbitration - The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee, or if no decision has been made, then within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179A.16, Subd. 4. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Association can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an

act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at the prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

7.5 – Miscellaneous Provisions

7.5.1 - The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under a Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under a Article or Articles of this Agreement and shall notify the Association and employees.

7.5.2 - The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

7.5.3 – Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

7.5.4 - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

7.5.5 - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

7.5.6 - All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the Human Resources Manager or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during working hours.

7.5.7 - Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE 8

Health Care Savings Plan

8.1 - To be eligible to receive contributions to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement.

8.2 - An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of service to the School District or on Board approved leave of absence.

8.3 - The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in paragraph 8.2 above.

At the time the Teachers' Bargaining Union negotiates a 403(b)-severance plan, the bargaining unit as a whole has the option of reviewing and accepting the plan.

8.4 - Payment of a Health Care Savings Plan shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay (the weekly rate plus longevity as set forth in Appendix A divided by five) shall be the basic daily rate at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including other compensation.

8.5 - Up to one-hundred (100) days of accumulated sick leave multiplied by the daily rate of pay (DRP) as determined in Article 8, Section 8.4, shall be contributed to a Health Care Savings Plan.

8.6 - The dollar amount for unused sick leave beyond one-hundred (100) days will be discounted by 3.5%.

8.7 - Benefits shall be contributed to a Health Care Savings Plan at the time of separation.

8.8 - Employees discharged for just cause, as set forth in Article 3, Section 3.8 shall not be eligible for severance pay.

8.9 - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.

ARTICLE 9

No Strike Clause

The Non-Certified Business Division Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a fifty-two (52) week employee covered by this Agreement be halted or suspended due to strike or work stoppage by other District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Less than fifty-two (52) week employees shall not suffer a loss of pay as a result of layoff due to strike except under the conditions outlined above, but may be required to make up the time required by their contract.

ARTICLE 10

Term of Agreement

This Agreement shall be effective July 1, 2025, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2025 to June 30, 2027 inclusive, except as otherwise provided herein, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2027, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota this November 17, 2026

THE NON-CERTIFIED BUSINESS DIVISION ADMINISTRATORS' ASSOCIATION, DULUTH, MN

By: _____
Union President

INDEPENDENT SCHOOL DISTRICT NO 709

By: _____
Chairperson of the School Board

By: _____
Clerk of the School Board

ADDENDUM

Letter of Intent

May 5, 2004

Independent School District No. 709 intends to review the revised Fair Labor Standards Act (FLSA) to ensure that we comply. We will share the results of the FLSA audit of the Technology Department with individuals designated by the Non-Certified Business Division Administrators' Association.

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2025-2026

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	**2025-2026**	846	864	882	902	920	948
	Help Desk Technician					52 Weeks	
II	**2025-2026**	1003	1026	1049	1071	1094	1127
	Buyer					52 Weeks	
	Third Party Billing Specialist					52 Weeks	
III	**2025-2026**	1072	1097	1120	1144	1169	1206
	Accountant I					52 Weeks	
	Early Childhood Business Manager					45 Weeks	
	Early Childhood Business Manager					52 Weeks	
	Field Support Technician					42 Weeks	
	Field Support Technician					52 Weeks	
	Child Nutrition Support Technician					52 Weeks	
	Child Nutrition Site Supervisor					52 Weeks	
	Digital Innovation Specialist					52 Weeks	
IV	**2025-2026**	1159	1186	1212	1239	1264	1304
V	**2025-2026**	1165	1191	1218	1243	1269	1310
	Senior Buyer					52 Weeks	
VI	**2025-2026**	1197	1224	1251	1278	1307	1345
	Business Services Liaison					52 Weeks	
	Facilities Business manager					52 Weeks	
VII	**2025-2026**	1216	1243	1270	1299	1325	1367
	Accountant II					52 Weeks	
	Assistant Supervisor Maintenance & Construction					52 Weeks	
	Assistant Supervisor Transportation					52 Weeks	
	Building Systems Technology Coordinator					52 Weeks	
	Child Nutrition Area Field Supervisor					52 Weeks	
	Grants Coordinator					52 Weeks	
	Purchasing Coordinator					52 Weeks	
	Special Services Business Manager					52 Weeks	
	System Specialist/Desktop I					52 Weeks	
	Technology Supervisor					52 Weeks	
VIII	**2025-2026**	1405	1436	1467	1498	1530	1577
	Accounting Supervisor					52 Weeks	
	Business Process Systems Analyst					52 Weeks	
	Coordinator of Health, Safety & Environmental Mgmt.					52 Weeks	
	Ed Fi Analyst/MARSS Coordinator					52 Weeks	
	Google Workspace Administrator					52 Weeks	
	Health, Safety & Environmental Coordinator					52 Weeks	
	Network Engineer I					52 Weeks	
	Supervisor of Building Operations					52 Weeks	
	Supervisor Purchasing					52 Weeks	
	System Specialist/Desktop II					52 Weeks	
	System Specialist/Network I					52 Weeks	
	Systems Specialist/Security					52 Weeks	
IX	**2025-2026**	1498	1532	1566	1600	1632	1683
	Asst. Manager of Facilities					52 Weeks	
	Network Engineer II					52 Weeks	
	Supervisor Maintenance & Construction					52 Weeks	
	Supervisor Transportation					52 Weeks	
	Systems Specialist/Network II					52 Weeks	
X	**2025-2026**	1602	1638	1675	1711	1746	1800

Persons with more than the below noted years of continuous full time service with the school district on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary sched for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

7 years		$500					
8 years		$800					

15 years		$1,200					
20 years		$1,800					
25 years		$2,200					
30 years		$3,000					
Step 1 through 5 respectively on the salary grid shall be 89-5 and 97 of step 6							

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2026-2027

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
I	**2026-2027**	871	890	908	929	948	976	996
	Help Desk Technician					52 Weeks		
II	**2026-2027**	1033	1057	1080	1103	1127	1161	1184
	Buyer					52 Weeks		
	Third Party Billing Specialist					52 Weeks		
III	**2026-2027**	1104	1230	1154	1178	1204	1242	1267
	Accountant I					52 Weeks		
	Early Childhood Business Manager					45 Weeks		
	Early Childhood Business Manager					52 Weeks		
	Field Support Technician					42 Weeks		
	Field Support Technician					52 Weeks		
	Child Nutrition Support Technician					52 Weeks		
	Child Nutrition Site Supervisor					52 Weeks		
	Digital Innovation Specialist					52 Weeks		
IV	**2026-2027**	1194	1225	1248	1276	1302	1343	1370
V	**2026-2027**	1200	1227	1255	1280	1307	1349	1376
	Senior Buyer					52 Weeks		
VI	**2026-2027**	1233	1261	1289	1316	1346	1385	1412
	Business Services Liaison					52 Weeks		
	Facilities Business manager					52 Weeks		
VII	**2026-2027**	1252	1280	1308	1338	1365	1408	1436
	Accountant II					52 Weeks		
	Assistant Supervisor Maintenance & Construction					52 Weeks		
	Assistant Supervisor Transportation					52 Weeks		
	Building Systems Technology Coordinator					52 Weeks		
	Child Nutrition Area Field Supervisor					52 Weeks		
	Grants Coordinator					52 Weeks		
	Purchasing Coordinator					52 Weeks		
	Special Services Business Manager					52 Weeks		
	System Specialist/Desktop I					52 Weeks		
	Technology Supervisor					52 Weeks		
VIII	**2026-2027**	1447	1479	1511	1543	1576	1624	1656
	Accounting Supervisor					52 Weeks		
	Business Process Systems Analyst					52 Weeks		
	Coordinator of Health, Safety & Environmental Mgmt.					52 Weeks		
	Ed Fi Analyst/MARSS Coordinator					52 Weeks		
	Google Workspace Administrator					52 Weeks		
	Health, Safety & Environmental Coordinator					52 Weeks		
	Network Engineer I					52 Weeks		
	Supervisor of Building Operations					52 Weeks		
	Supervisor Purchasing					52 Weeks		
	System Specialist/Desktop II					52 Weeks		
	System Specialist/Network I					52 Weeks		
	Systems Specialist/Security					52 Weeks		
IX	**2026-2027**	1543	1578	1613	1648	1681	1733	1768
	Asst. Manager of Facilities					52 Weeks		
	Network Engineer II					52 Weeks		
	Supervisor Maintenance & Construction					52 Weeks		
	Supervisor Transportation					52 Weeks		
	Systems Specialist/Network II					52 Weeks		
X	**2026-2027**	1650	1687	1725	1762	1798	1854	1891
Persons with more than the below noted years of continuous full time service with the school district on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary sched for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.								
7 years		$500						
8 years		$800						

15 years		$1,200						
20 years		$1,800						
25 years		$2,200						
30 years		$3,000						
Step 1 through 5 respectively on the salary grid shall be 89-5 and 97 of step 6								

COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

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COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

THIS AGREEMENT, entered into this , by and between the Non-Certified Business Division Administrators'' Association, hereinafter referred to as the ***"Association"***, and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as ***"School District"***, and relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE 1

Recognition

The School District formally recognizes the Non-Certified Business Division Administrators' Association as the exclusive bargaining representative for all business administrators of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

ARTICLE 2

School District And Association Rights

2.1 – School District Rights - It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

2.2 – Job Advertisement/New Or Changed Positions - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted on the School District's website for a period seven (7) calendar days. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

(a) The salary for all newly created positions, which would be within the appropriate bargaining unit, will be mutually agreed upon between the School District and the exclusive representative. The School District shall notify the President of the Association in writing as soon as practical of any such new position and the number of weeks to be worked. Representatives of the School District and the exclusive representatives shall meet and through use of available information from studies relating to pay equity, attempt to reach agreement on a pay schedule for the position. Should the School District and the exclusive representative be unable to agree on the appropriate salary of any such newly created position within ten (10) days of notification by the School District to the President of the Association, the School District shall determine the salary and the exclusive representative may then grieve such salary under Article 7 of this Agreement including binding arbitration.

In the event the District significantly increases the responsibility of a position in the unit, the following procedure will be followed:

Level 1: An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request for such consideration to the Level 1 Review Committee including unit members appointed by the Union as well as a District-designated resource person(s). This committee shall review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.. .

Level 2: The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within fifteen (15) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor;

If agreement cannot be reached at Level 2, a three (3) member committee will be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee will be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position for reclassification.

2.3 – Validity or Conformity To Law Clause - If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

2.4 – Savings Clause - In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

2.5 – Association Dues And "Fair Share" Fee - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated.

2.6 – Matters Not Covered - This Agreement represents the full and complete agreement between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

ARTICLE 3

Salary Regulations

3.1 – Relationship To Teachers' Agreement - The current provisions of the teachers' Agreement relative to salary deductions, paydays, physical examinations (if required), and direct deposit, unless specified different in this Agreement shall also apply to employees covered by this Agreement; except that all fifty-two (52) week employees to this Agreement shall be paid over twelve (12) months. Management reserves the right to set limits to the number of changes with appropriate notice given to membership.

3.2 – Vacation – Effective July 1, 2023, with continuous, regular full-time employment with the School District in any bargaining unit, employees on a fifty-two (52) week contract shall receive a lump sum accrual on the first pay period in July as shown below.

Period	Vacation Entitlement
First 10 Years of Service	20 Days
After 10 Years	25 Days
After 15 Years	27 Days
After 20 Years	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions. Employees on less than a full-time year contract shall have vacation days as outlined in Article 3, Section 3.2.1.

3.2.1 - Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined in Article 3, Section 3.2 except that vacation pay shall be prorated in accordance with the number of weeks actually worked.

3.2.2 - Employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used. Employees may be paid out for any prior year vacation balances up to eighty (80) hours upon written request at the end of any calendar year (December 31). Hourly payout shall be based on a rate of $1/40^{th}$ the employee's weekly rate of pay

3.2.3 - Management will have the discretion to place new hires from outside the District on the vacation schedule by taking into consideration relevant employment experience.

3.2.4 - Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the School District.

3.3 – Holidays - All employees under this Agreement, who are on paid status by the District for the work days immediately preceding and immediately following paid holidays, will be paid for the following holidays:

New Year's Day, January 1
Martin Luther King Jr. Day
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Juneteenth,
Independence Day, July 4
Labor Day, the first Monday in September
Education Minnesota Friday
Thanksgiving Day, the fourth Thursday in November and the day after Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25

Presidents' Day and Education Minnesota Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as work days, in which case the employees shall receive an extra day(s) of vacation in lieu thereof, or another holiday at the discretion of the Superintendent.

Whenever New Year's Day or Independence Day fall on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead. Whenever Christmas Eve and/or Christmas Day fall on Saturday and/or Sunday, the day(s) shall be a paid holiday on a weekday defined by the District.

3.4 – Transfers - Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer.

3.5 – Layoff Policy - In the event of declining enrollments or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off in the inverse order in which they were employed by the School District in a supervisory position within the Unit. Period of service shall not be interrupted while an employee is on an approved leave of absence.

An employee laid off shall be entitled to bump into another supervisory position in the bargaining unit provided the employee being displaced has a shorter period of service and provided the employee desiring to bump into the position meets the minimum requirements for the position as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee on layoff shall have re-employment rights to a supervisory position that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee having been laid off shall have re-employment rights for a period of two (2) years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the employee is qualified for the supervisory position for which re-employment is sought. An employee shall not be allowed to bump into a promotion.

3.5.1 – ***Seniority*** - Seniority shall be determined by the date of hire. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application.

3.6 – Salaries - The salaries of the employees covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Placement on an appropriate step of the salary schedule for employees selected from outside or from inside the unit will be determined by agreement between the individual and the School District. If placement is made at any step other than the top step, the employee shall advance one step on each July 1 thereafter unless the person was hired later than March 1st of the same year.

Part-time employees or employees working less than fifty-two (52) weeks a year shall have the same rate of pay as outlined in Appendix A, except that pay shall be prorated in accordance with the number of hours and/or weeks actually worked.

3.7 – Overtime - Employees requested and required to work overtime shall not receive overtime pay nor any additional amount other than that specified in Appendix A attached to this Agreement, except that any employee who is employed for less than fifty-two (52) weeks per year if required to work beyond their contracted time shall be paid at the same rate per week as provided in their regular salary.

3.7.1 – Inclement Weather/Emergency Closing – When the Administration building is closed due to inclement weather or emergencies, non-essential employees shall not report to work and shall be paid for the day. Employees who are required to report to work onsite as determined by departmental protocols, shall receive equivalent time off to be taken at an alternate time.

Employees who are unable to perform the essential functions of their position offsite and are required to report to work when the Administration building is closed or delayed due to inclement weather or emergency closure shall be granted the equivalent time off to be taken at an alternative time consistent with Article 3.7.2 Flexible time and with consideration of the needs of the department.

When schools are closed and the Administration building remains open, non-essential employees who elect not to report to work may use vacation, personal leave, leave without pay, or if approved to do so, may work from an alternate site remaining accessible, accountable and responsive in completing their daily obligations to the District.

When the Administration building opening is delayed due to weather or emergency, employees will report to work at the time the building is opened. Employees electing not to report to work will be required to use vacation leave, personal leave or leave without pay.

3.7.2- Flexible Time- Scheduled Work

Employees should be assigned a reasonable work schedule. The District may approve an alternative work schedule for a unit, division or for individual members. Regardless of the schedule adopted, it is an expectation and performance metric that in the normal course employees are expected to work the hours necessary to complete assignments on a schedule that satisfies the requirements of the job and are required to work at least 80 hours per pay period. In the event that employees are scheduled special shifts in advance, or are scheduled to work outside their normal work schedule, employees will be allowed to flex any hours worked in excess of a normal workweek on an hour-for-hour basis, subject to work loads and scheduling requirements. The maximum number of hours allowed to be banked for flex purposes is 24 hours. Any hours over 24 will be paid to the employee at their regular rate of pay with the next available payroll cycle after the maximum amount is reached.

3.7.3- Technology Department Unscheduled Work/Call Out

In recognition of the unique needs, personnel and skills required to support the technology and communications infrastructure of the district, a call-out procedure has been developed and implemented as an operational protocol for the Technology group. This protocol is actively maintained in partnership with the members of the technology staff and the technology manager in order to provide ease of use, efficiency, support of critical infrastructure, and support for the technology staff for their expected on-call availability. The on-call protocol will be reviewed, at a minimum, on an annual basis in order to make sure the protocol is accomplishing the goals of preventing the disruption of critical technology and

communications infrastructure outages. The protocol will be revised or discontinued by mutual consent of the technology manager and technology staff if deemed appropriate following annual reviews of the protocol. If an emergency situation occurs that requires the immediate call out of a technology employee, the technology employee contacted will receive a stipend of $100 upon initial response to the emergency. Thereafter, unscheduled Work/Call Out compensation will be paid at the employee's regular hourly rate of pay equivalent for the first eight (8) hours of unscheduled work and one and one-half (1½) times the employee's regular hourly rate of pay equivalent for any hours thereafter.

Call Out compensation would start:

- immediately after an expected maintenance time window has lapsed and where work must be finished in order to restore technology services to a normal working state, or
- as soon as a request from a manager/administrator has been made to restore a service outside of normal operating business hours.

Call Out compensation would stop:

- after being asked to stop work by manager/administrative staff,
- after work is complete, or
- after an outage has been reclassified by the manager as non-business impacting and being asked to reschedule work for a regular maintenance window.

Regular technology maintenance work that has to be done outside of regular business hours and places an individual over 40 hours per week will accrue 1:1 flex time as noted in 3.7.2 and maintained in partnership by the technology manager and members of the Technology Department.

3.7.4 – Operations and Maintenance Department On-Call Duties
The term "on-call" is limited to a status in which an Employee, though outside regular business hours, is required by the Employer, to be available for duty. The Employee will receive clear advance notice that they will be "on-call". On-call may or may not be scheduled at the discretion of the Department Manager or their designee. A schedule of employees for On-call duty shall be agreed upon and established quarterly by the affected employees in coordination with the Manager of Facilities or their designee. The duty will commence at 7:30 a.m. on Monday of the assigned week and continue until 7:30 am of the following Monday. For weeks where Monday is considered a holiday, duty from the previous week will continue until 7:30 am of the following Tuesday. During this period, the employee will be scheduled to work their regular hours and, in addition, they shall remain on call and be immediately available for any emergency during all non-work hours of their call-out assignment. Employees who are on-call shall receive an annual stipend of $2800, paid monthly.

3.7.5 Remote Work- Employees may work remotely when approved by their supervisor and appropriate and practical for their individual work, as well as the collective work of their teams and individuals they support. The employee must have suitable connectivity to perform all District work and will be responsible for any remote internet requirements.

3.8 – Probation/Termination - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason. Following said one (1) year of consecutive employment with the School District, said employee shall not be discharged, suspended or demoted (excluding demotions due to budgetary requirements) except for just cause. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to have his/her status reviewed within the time limits and pursuant to the provisions of Article 7, Grievance Procedure and Arbitration.

3.8.1 Tort/Liability Protection - The School District agrees, subject to the provisions of state statute, that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suites, actions, and legal proceedings brought against any member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

3.9 – Definition Of Work Year - The number of weeks to be worked is specified in the salary schedule as set forth in Appendix A.

Leaves of Absence

4.1 – Sick Leave - Sick leave shall be accumulated at the rate of thirteen (13) days per year, accumulative to two-hundred ~~twenty-three~~twenty-three (223) days for fifty-two (52) week employees. Less than fifty-two (52) week employees shall be prorated according to this formula based on the number of weeks worked. The School District may require reasonable documentation for leave use only when an absence exceeds three (3) consecutive workdays.

4.1.1 – Sick Leave Bank - Each August 1, the sick leave bank should be reviewed and one (1) day of sick leave shall be deducted from the yearly sick leave of each employee in the bargaining unit in order to maintain the accumulated total of days in the bank at approximately eight hundred (800) hours (100 days). No deduction should be made, however, from an individual unless a one (1) day deduction from each member of the unit brings the sick leave bank up to but not to exceed eight hundred (800) hours.

4.2 – Professional Leave - An employee covered by this contract may be granted leave to participate in a professional, patriotic or civic duty without loss of salary, provided such leave is approved by the Superintendent or his/her designated representative. Leaves of short duration (less than a week, but usually one (1) or two (2) days) will be provided to employees covered by this contract who are serving on commissions, state boards, etc., provided the leave is approved by the Superintendent or his/her designated representative. Stipends received for any professional leave granted without loss of salary will be given to the School District less necessary expenses incurred during the professional leave.

4.3 – Death In Family - Leave shall be granted to all persons covered by this Agreement to attend a funeral and related needs in their immediate family, according to the following allowances:

(a) Three (3) days leave - when travel up to one hundred fifty (150) miles is required.
(b) Five (5) days leave - when travel in excess of one hundred fifty (150) miles is required.

This leave shall be deducted from sick leave.

Family shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this Section, ***"death in family"*** shall include father, mother, brother, sister, husband, wife, child, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew and grandchild. This shall also apply to foster relationships in the above listed categories. A ***"registered domestic partner"*** shall mean an individual who has been registered through the City of Duluth as a domestic partner of an employee of the District.

4.4 – Personal Leave - All employees within the bargaining unit may take one (1) non-cumulative personal leave day per year at a time approved by the employee's supervisor and agreeable with the employee. The day will be deducted from the employee's sick leave balance.

4.5 – Military Leave - Military leave of absence with pay will be granted and administered as required by Minnesota State Statute 192.26, Subd. 1. Where possible, all military leave with pay shall be taken while the employee is not working or under contract to perform services for the School District, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to military leave with pay from the School District during the time the employee is working, or his/her services are under contract to be performed for the School District.

4.6 – Leave Of Absence Without Pay - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

4.7 – Parental Leave - Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

4.8 – Family And Medical Leave Act - Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

4.9 – Jury Duty - When an employee is selected for jury duty, the Superintendent will be notified and if the Superintendent or his/her designee requests, the employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified. The employee will receive his/her regular contractual salary while on jury duty; however, jury pay, less expenses incurred in travel outside the School District, shall be surrendered to the School District.

ARTICLE 5

Insurance

5.1 – Hospital And Medical Insurance - The School District shall make available to each employee within this bargaining unit the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of the cost for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

5.2 – Long-Term Disability Insurance - The School District will pay the cost of long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect of the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment to be effective in the next calendar year.

5.3 – Life Insurance - Group term life insurance in the face amount of $50,000 will be provided for each employee of the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of $100,000 can be purchased in $10,000 increments and dependent life insurance will be made available at the employee's cost.

5.4 – Dental Insurance - The District shall make available to each employee within this bargaining unit, the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees of this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

ARTICLE 6

Travel

6.1 – Employee Travel - Reimbursement will be made by the School District for authorized employee travel as follows:

6.1.1 – In-District Travel - Mileage expense shall be paid to any employee using his/her personal vehicle in the course of his/her employment, providing such use is authorized by the school administration. The mileage rate paid shall be established by Board policy.

6.1.2 – Out-Of-District Travel - Hotels, and registration at actual cost, commercial transportation when used, at actual cost. Private automobiles, when authorized and used shall be paid mileage allowance at the District policy level allowance in force at the time. Meals shall be reimbursed not to exceed the amount specified by District Policy #4133.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-District travel from the Superintendent or his/her delegated representative. Reimbursement for out-of-District travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of employees or the role of the exclusive representative of employees in the meet and negotiation process.

ARTICLE 7

Grievance Procedure And Arbitration

7.1 - Definitions

7.1.1 - A ***"grievance"*** is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

7.1.2 - The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

7.1.3 - The term ***"days"*** when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

7.2 – Representation Rights - The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

7.3 – Procedures - Step I. The aggrieved employee shall present his or her grievance in writing to the Human Resources Manager or his/her designee within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a violation, misapplication, or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Sections of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Manager or his/her designee and notify the aggrieved employee, his/her designated representative, and the Association. A decision in writing by the Human Resources Manager or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

7.4 – Arbitration - The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee, or if no decision has been made, then within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179A.16, Subd. 4. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Association can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an

act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at the prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

7.5 – Miscellaneous Provisions

7.5.1 - The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under a Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under a Article or Articles of this Agreement and shall notify the Association and employees.

7.5.2 - The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

7.5.3 – Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

7.5.4 - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

7.5.5 - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

7.5.6 - All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the Human Resources Manager or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during working hours.

7.5.7 - Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE 8

Health Care Savings Plan

8.1 - To be eligible to receive contributions to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement.

8.2 - An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of service to the School District or on Board approved leave of absence.

8.3 - The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in paragraph 8.2 above.

At the time the Teachers' Bargaining Union negotiates a ~~403(b) severance~~403(b)-severance plan, the bargaining unit as a whole has the option of reviewing and accepting the plan.

8.4 - Payment of a Health Care Savings Plan shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay (the weekly rate plus longevity as set forth in Appendix A divided by five) shall be the basic daily rate at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including other compensation.

8.5 - Up to one-hundred (100) days of accumulated sick leave multiplied by the daily rate of pay (DRP) as determined in Article 8, Section 8.4, shall be contributed to a Health Care Savings Plan.

8.6 - The dollar amount for unused sick leave beyond one-hundred (100) days will be discounted by 3.5%.

8.7 - Benefits shall be contributed to a Health Care Savings Plan at the time of separation.

8.8 - Employees discharged for just cause, as set forth in Article 3, Section 3.8 shall not be eligible for severance pay.

8.9 - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.

ARTICLE 9

No Strike Clause

The Non-Certified Business Division Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a fifty-two (52) week employee covered by this Agreement be halted or suspended due to strike or work stoppage by other District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Less than fifty-two (52) week employees shall not suffer a loss of pay as a result of layoff due to strike except under the conditions outlined above, but may be required to make up the time required by their contract.

ARTICLE 10

Term of Agreement

This Agreement shall be effective July 1, 2025~~3~~, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2025~~3~~ to June 30, 2027~~5~~ inclusive, except as otherwise provided herein, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2027~~3~~, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota this , 2026 ~~, 2023.~~

THE NON-CERTIFIED BUSINESS DIVISION ADMINISTRATORS' ASSOCIATION, DULUTH, MN

INDEPENDENT SCHOOL DISTRICT NO 709

By: _____
Union President

By: _____
Chairperson of the School Board

By: _____
Clerk of the School Board

ADDENDUM

Letter of Intent

May 5, 2004

Independent School District No. 709 intends to review the revised Fair Labor Standards Act (FLSA) to ensure that we comply. We will share the results of the FLSA audit of the Technology Department with individuals designated by the Non-Certified Business Division Administrators' Association.

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2023-2024

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I							
-	2023-2024	804	822	839	858	876	902
-	Help Desk Technician					52 Weeks	
II							
-	2023-2024	955	976	998	1020	1041	1073
-	Buyer					52 Weeks	
	Third Party Billing Specialist					52 Weeks	
III							
-	2023-2024	1021	1043	1066	1090	1112	1147
-	Accountant I					52 Weeks	
	Early Childhood Business Manager					45 Weeks	
-	Early Childhood Business Manager					52 Weeks	
-	Field Support Technician					42 Weeks	
-	Field Support Technician					52 Weeks	
-	Child Nutrition Support Technician					52 Weeks	
-	Child Nutrition Site Supervisor					52 Weeks	
-	Digital Innovation Specialist					52 Weeks	
IV							
-	2023-2024	1108	1134	1159	1183	1208	1246
-	Senior Buyer					52 Weeks	
V							
-	2023-2024	1140	1165	1191	1216	1243	1280
-	Business Services Liaison					52 Weeks	
	Facilities Business Manager					52 Weeks	
-							
VI							
-	2023-2024	1158	1183	1209	1236	1261	1301
-	Accountant II					52 Weeks	
-	Assistant Supervisor Maintenance & Construction					52 Weeks	
-	Assistant Supervisor Transportation					52 Weeks	
-	Building Systems Technology Coordinator					52 Weeks	
-	Child Nutrition Area Field Supervisor					52 Weeks	
-	Grants Coordinator					52 Weeks	
	Purchasing Coordinator					52 Weeks	
-	Special Services Business Manager					52 Weeks	
-	System Specialist/Desktop I					52 Weeks	
-	Technology Supervisor					52 Weeks	

VII	2023-2024	1247	1275	1303	1331	1359	1401
VIII							
-	2023-2024	1337	1367	1396	1427	1456	1501
	Accounting Supervisor					52 Weeks	
-	Business Process Systems Analyst					52 Weeks	
	Coordinator of Health, Safety & Environmental Mgmt					52 Weeks	
	Ed Fi Analyst/MARSS Coordinator					52 Weeks	
	Google Workspace Administrator					52 Weeks	
	Health Services Coordinator					52 Weeks	
-	Network Engineer I					52 Weeks	
-	Supervisor Building Operations					52 Weeks	
-	Supervisor Purchasing					52 Weeks	
-	System Specialist/Desktop II					52 Weeks	
-	System Specialist/Network I					52 Weeks	
-	Systems Specialist/Security					52 Weeks	
IX							
-	2023-2024	1427	1458	1490	1523	1553	1602
	Asst. Manager of Facilities					52 Weeks	
-	Network Engineer II					52 Weeks	
-	Supervisor Maintenance & Construction					52 Weeks	
-	Supervisor Transportation					52 Weeks	
-	Systems Specialist/Network II					52 Weeks	
X	2023-2024	1525	1560	1594	1628	1662	1714

Persons with more than the below noted years of continuous full time service with the school district on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

8 years	$800	-
15 years	$1,200	-
20 years	$1,800	-
25 years	$2,200	-
-		-
Step 1 through 5 respectively on the salary grid shall be 89-93-95 and 97 of step 6		-

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2024-2025

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	2024-2025	829	847	865	884	902	929
-	Help Desk Technician					52 Weeks	
II	2024-2025	983	1006	1028	1050	1073	1105
-	Buyer					52 Weeks	
	Third Party Billing Specialist					52 Weeks	
III	2024-2025	1051	1075	1098	1122	1146	1182
-	Accountant I					52 Weeks	
-	Early Childhood Business Manager					52 Weeks	
	Early Childhood Business Manager					45 Weeks	
-	Field Support Technician					42 Weeks	
-	Field Support Technician					52 Weeks	
-	Child Nutrition Support Technician					52 Weeks	
-	Child Nutrition Site Supervisor					52 Weeks	
-	Digital Innovation Specialist					52 Weeks	
IV	2024-2025	1142	1168	1194	1219	1244	1284
-	Senior Buyer					52 Weeks	
V	2024-2025	1174	1200	1226	1253	1281	1319
-	Business Services Liaison					52 Weeks	
	Facilities Business Manager					52 Weeks	
VI	2024-2025	1192	1219	1245	1273	1299	1340
-	Accountant II					52 Weeks	
-	Assistant Supervisor Maintenance & Construction					52 Weeks	
-	Assistant Supervisor Transportation					52 Weeks	
-	Building Systems Technology Coordinator					52 Weeks	
-	Child Nutrition Area Field Supervisor					52 Weeks	
-	Grants Coordinator					52 Weeks	
	Purchasing Coordinator					52 Weeks	
-	Special Services Business Manager					52 Weeks	
-	System Specialist/Desktop I					52 Weeks	
-	Technology Supervisor					52 Weeks	
VII	2024-2025	1285	1313	1342	1371	1400	1443
VIII	2024-2025	1377	1408	1438	1469	1500	1546
	Accounting Supervisor					52 Weeks	
-	Business Process Systems Analyst					52 Weeks	
	Coordinator of Health, Safety & Environmental Mgmt					52 Weeks	
	Ed Fi Analyst/MARSS Coordinator					52 Weeks	
	Google Workspace Administrator					52 Weeks	
	Health Services Coordinator					52 Weeks	

-	Network Engineer I					52 Weeks	
-	Supervisor Building Operations					52 Weeks	
-	Supervisor Purchasing					52 Weeks	
-	System Specialist/Desktop II					52 Weeks	
-	System Specialist/Network I					52 Weeks	
-	Systems Specialist/Security					52 Weeks	
IX	**2024-2025**	1469	1502	1535	1569	1600	1650
	Asst. Manager of Facilities					52 Weeks	
-	Network Engineer II					52 Weeks	
-	Supervisor Maintenance & Construction					52 Weeks	
-	Supervisor Transportation					52 Weeks	
-	Systems Specialist/Network II					52 Weeks	
X	**2024-2025**	1571	1606	1642	1677	1712	1765

Persons with more than the below noted years of continuous full time service with the school district on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

8 years	$800	-
15 years	$1,200	-
20 years	$1,800	-
25 years	$2,200	-
-		-
Step 1 through 5 respectively on the salary grid shall be 89-93-95 and 97 of step 6		-

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2025-2026~~2024-2025~~

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	**2025-2026~~2024-2025~~**	846~~829~~	864~~847~~	882~~865~~	902~~884~~	920~~902~~	948~~929~~
	Help Desk Technician					52 Weeks	
II	**2025-2026~~2024-2025~~**	1003~~983~~	1026~~1006~~	1049~~1028~~	1071~~1050~~	1094~~1073~~	1127~~1105~~
	Buyer					52 Weeks	
	Third Party Billing Specialist					52 Weeks	
III	**2025-2026~~2024-2025~~**	1072~~1051~~	1097~~1075~~	1120~~1098~~	1144~~1122~~	1169~~1146~~	1206~~1182~~
	Accountant I					52 Weeks	
	Early Childhood Business Manager					45 Weeks	
	Early Childhood Business Manager					52 Weeks	
	Field Support Technician					42 Weeks	
	Field Support Technician					52 Weeks	
	Child Nutrition Support Technician					52 Weeks	
	Child Nutrition Site Supervisor					52 Weeks	
	Digital Innovation Specialist					52 Weeks	
IV	**2025-2026~~2024-2025~~**	1159~~1137~~	1186~~1163~~	1212~~1188~~	1239~~1214~~	1264~~1239~~	1304~~1278~~
V	**2025-2026~~2024-2025~~**	1165~~1142~~	1191~~1168~~	1218~~1194~~	1243~~1219~~	1269~~1244~~	1310~~1284~~
	Senior Buyer					52 Weeks	
VI	**2025-2026~~2024-2025~~**	1197~~1174~~	1224~~1200~~	1251~~1226~~	1278~~1253~~	1307~~1281~~	1345~~1319~~
	Business Services Liaison					52 Weeks	
	Facilities Business manager					52 Weeks	
VII	**2025-2026~~2024-2025~~**	1216~~1192~~	1243~~1219~~	1270~~1245~~	1299~~1273~~	1325~~1299~~	1367~~1340~~
	Accountant II					52 Weeks	
	Assistant Supervisor Maintenance & Construction					52 Weeks	
	Assistant Supervisor Transportation					52 Weeks	
	Building Systems Technology Coordinator					52 Weeks	
	Child Nutrition Area Field Supervisor					52 Weeks	
	Grants Coordinator					52 Weeks	
	Purchasing Coordinator					52 Weeks	
	Special Services Business Manager					52 Weeks	
	System Specialist/Desktop I					52 Weeks	
	Technology Supervisor					52 Weeks	
VIII	**2025-2026~~2024-2025~~**	1405~~1377~~	1436~~1408~~	1467~~1438~~	1498~~1469~~	1530~~1500~~	1577~~1546~~
	Accounting Supervisor					52 Weeks	
	Business Process Systems Analyst					52 Weeks	
	Coordinator of Health, Safety & Environmental Mgmt.					52 Weeks	
	Ed Fi Analyst/MARSS Coordinator					52 Weeks	
	Google Workspace Administrator					52 Weeks	
	Health, Safety & Environmental Coordinator ~~Services Coordinator~~					52 Weeks	
	Network Engineer I					52 Weeks	
	Supervisor of Building Operations					52 Weeks	
	Supervisor Purchasing					52 Weeks	
	System Specialist/Desktop II					52 Weeks	
	System Specialist/Network I					52 Weeks	
	Systems Specialist/Security					52 Weeks	
IX	**2025-2026~~2024-2025~~**	1498~~1469~~	1532~~1502~~	1566~~1535~~	1600~~1569~~	1632~~1600~~	1683~~1650~~
	Asst. Manager of Facilities					52 Weeks	
	Network Engineer II					52 Weeks	
	Supervisor Maintenance & Construction					52 Weeks	
	Supervisor Transportation					52 Weeks	
	Systems Specialist/Network II					52 Weeks	
X	**2025-2026~~2024-2025~~**	1602~~1571~~	1638~~1606~~	1675~~1642~~	1711~~1677~~	1746~~1712~~	1800~~1765~~
Persons with more than the below noted years of continuous full time service with the school district on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary sched for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.							
7 years		$500					
8 years		$800					

15 years		$1,200					
20 years		$1,800					
25 years		$2,200					
30 years		$3,000					
Step 1 through 5 respectively on the salary grid shall be 89-5 and 97 of step 6							

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NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2026-2027~~2025-2026~~

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
I	~~2025-2026~~2026-2027	871~~846~~	890~~864~~	908~~882~~	929~~902~~	948~~920~~	976~~948~~	996
	Help Desk Technician					52 Weeks		
II	~~2025-2026~~2026-2027	1033~~1003~~	1057~~1026~~	1080~~1049~~	1103~~1071~~	1127~~1094~~	1161~~1127~~	1184
	Buyer					52 Weeks		
	Third Party Billing Specialist					52 Weeks		
III	~~2025-2026~~2026-2027	1104~~1072~~	1230~~1097~~	1154~~1120~~	1178~~1144~~	1204~~1169~~	1242~~1206~~	1267
	Accountant I					52 Weeks		
	Early Childhood Business Manager					45 Weeks		
	Early Childhood Business Manager					52 Weeks		
	Field Support Technician					42 Weeks		
	Field Support Technician					52 Weeks		
	Child Nutrition Support Technician					52 Weeks		
	Child Nutrition Site Supervisor					52 Weeks		
	Digital Innovation Specialist					52 Weeks		
IV	~~2025-2026~~2026-2027	1194~~1159~~	1225~~1186~~	1248~~1212~~	1276~~1239~~	1302~~1264~~	1343~~1304~~	1370
V	~~2025-2026~~2026-2027	1200~~1165~~	1227~~1191~~	1255~~1218~~	1280~~1243~~	1307~~1269~~	1349~~1310~~	1376
	Senior Buyer					52 Weeks		
VI	~~2025-2026~~2026-2027	1233~~1197~~	1261~~1224~~	1289~~1251~~	1316~~1278~~	1346~~1307~~	1385~~1345~~	1412
	Business Services Liaison					52 Weeks		
	Facilities Business manager					52 Weeks		
VII	~~2025-2026~~2026-2027	1252~~1216~~	1280~~1243~~	1308~~1270~~	1338~~1299~~	1365~~1325~~	1408~~1367~~	1436
	Accountant II					52 Weeks		
	Assistant Supervisor Maintenance & Construction					52 Weeks		
	Assistant Supervisor Transportation					52 Weeks		
	Building Systems Technology Coordinator					52 Weeks		
	Child Nutrition Area Field Supervisor					52 Weeks		
	Grants Coordinator					52 Weeks		
	Purchasing Coordinator					52 Weeks		
	Special Services Business Manager					52 Weeks		
	System Specialist/Desktop I					52 Weeks		
	Technology Supervisor					52 Weeks		
VIII	~~2025-2026~~2026-2027	1447~~1405~~	1479~~1436~~	1511~~1467~~	1543~~1498~~	1576~~1530~~	1624~~1577~~	1656
	Accounting Supervisor					52 Weeks		
	Business Process Systems Analyst					52 Weeks		
	Coordinator of Health, Safety & Environmental Mgmt.					52 Weeks		
	Ed Fi Analyst/MARSS Coordinator					52 Weeks		
	Google Workspace Administrator					52 Weeks		
	Health, Safety & Environmental Coordinator					52 Weeks		
	Network Engineer I					52 Weeks		
	Supervisor of Building Operations					52 Weeks		
	Supervisor Purchasing					52 Weeks		
	System Specialist/Desktop II					52 Weeks		
	System Specialist/Network I					52 Weeks		
	Systems Specialist/Security					52 Weeks		
IX	~~2025-2026~~2026-2027	1543~~1498~~	1578~~1532~~	1613~~1566~~	1648~~1600~~	1681~~1632~~	1733~~1683~~	1768
	Asst. Manager of Facilities					52 Weeks		
	Network Engineer II					52 Weeks		
	Supervisor Maintenance & Construction					52 Weeks		
	Supervisor Transportation					52 Weeks		
	Systems Specialist/Network II					52 Weeks		
X	~~2025-2026~~2026-2027	1650~~1602~~	1687~~1638~~	1725~~1675~~	1762~~1711~~	1798~~1746~~	1854~~1800~~	1891
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7 years		$500						
8 years		$800						

15 years		$1,200						
20 years		$1,800						
25 years		$2,200						
30 years		$3,000						
Step 1 through 5 respectively on the salary grid shall be 89-5 and 97 of step 6								

RESOLUTION

2027 Legislative Platform

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2027 Duluth School District Legislative Platform be adopted.

Resolution B-11-26-4195 November 17, 2026

Duluth Schools – 2027 Legislative Platform V1

1. Increase General Education Funding & Fully Fund State Mandates

Seek a meaningful increase in the state general education formula to address inflation, staffing, and operating costs. Require full state funding for existing and new mandates, including unemployment insurance for non-licensed staff, paid family leave, and universal school meals. Ensure adequate and equitable state funding that allows school districts to advance equity, inclusion, and educational opportunities for all students, regardless of background, ability, or economic circumstances.

2. Protect Special Education Funding – Blue Ribbon Commission Repeal

Repeal the mandated $250 million reduction in special education funding for FY 2028/29, protecting essential student services and preventing additional costs from shifting to local school districts. Retain Blue Ribbon Commission Recommendation #4, eliminating the state's portion of charter school tuition aid from the special education funding formula.

3. Fund the Duluth Promise

Support legislation establishing dedicated state funding for the Duluth Promise to expand student career pathways, strengthen partnerships between education and employers, and address regional workforce shortages.

4. Increase Student Transportation Aid

Increase state transportation funding to reflect rising fuel costs, inflation, and the unique challenges of serving Duluth's extensive geographic area.

5. Support School Solar Energy & Electric Bus Grant Programs

Support continued and expanded state grant programs that help school districts install solar energy systems and transition to electric school buses and related infrastructure. Require these programs to provide 100% grant funding, without local matching requirements, recognizing that districts facing significant operating budget pressures cannot afford additional local costs to participate in these initiatives.

Duluth Schools – 2027 Legislative Platform V2

1. Increase General Education Funding & Fully Fund State Mandates

Seek a meaningful increase in the state general education formula to address inflation, staffing, and operating costs. Require full state funding for existing and new mandates, including unemployment insurance for non-licensed staff, paid family leave, and universal school meals. Ensure adequate and equitable state funding that allows school districts to advance equity, inclusion, and educational opportunities for all students, regardless of background, ability, or economic circumstances.

2. Protect Special Education Funding – Blue Ribbon Commission Repeal

Repeal the mandated $250 million reduction in special education funding for FY 2028/29, protecting essential student services and preventing additional costs from shifting to local school districts. Retain Blue Ribbon Commission Recommendation #4, eliminating the state's portion of charter school tuition aid from the special education funding formula.

3. Fund the Duluth Promise

Support legislation establishing dedicated state funding for the Duluth Promise to expand student career pathways, strengthen partnerships between education and employers, and address regional workforce shortages.

4. Increase Student Transportation Aid

Increase state transportation funding to reflect rising fuel costs, inflation, and the unique challenges of serving Duluth's extensive geographic area.