



**ROCK RIDGE PUBLIC SCHOOLS  
1405 PROGRESS PARKWAY  
VIRGINIA MN 55792**

**Regular Meeting  
Monday, August 26, 2024 at 6:00 PM  
Rock Ridge Administration Building, 1405 Progress Parkway,  
Virginia, MN 55792**

## AGENDA

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input.
4. Consent Agenda:
  1. Approval of August 12, 2024 regular meeting minutes. 4
  2. Approval of additional duty of Before School Supervisor with a stipend of \$3,026 for the 2024-2025 school year for the following current staff: Jackie LeBeque, Sarah Thyen, Tara Fierke, Rob Hinrichs, Melissa Lautigar, Shelley Schriber, Jessica Kralich/Elizabeth Niemi (split stipend amount equaling \$1,513 each).
  3. Approval of additional duty of Cafeteria/Noon Supervisor with a stipend of \$3,026 for the 2024-2025 school year for the following current staff: Jackie LeBeque, Stacy Aune, Rob Hinrichs, Heather Gulbranson, Becki Carey, Cody Baker.
  4. Approval of additional duties for the following current staff for the 2024-2025 school year: Stace Landwer (LES Elem. Yearbook Advisor \$1,765 and Student Council \$1,513), Brandon Miller (NES After School Supervisor \$3,026), Sarah Thyen (NSE Crossing Guard Supervisor \$1,968), Bridget LaCoursiere (I Love To Read Coordinator \$505), Brandon Miller and Kelli Voss (NSE WEB Leaders with a split stipend of \$1,009 each).
  5. Approval of hire of Amanda Spotts for the 0.64 FTE Elementary Music Teacher position with a salary of \$41,913.60 (BA+10 Step G) effective August 27, 2024. 7
  6. Approval of hire of Anita Leander-Flores for the 0.32 FTE ESL 9

Teacher position with a salary of \$21,672.32 (MA+18 Step D) effective August 27, 2024.

7. Approval of hire of Bradley Crep for the Custodian/GM/Grounds/Driver position at a rate of \$25.75/hour effective August 19, 2024.
8. Approval of hire of Raymond Nori Jr. for the Custodian/GM/Grounds/Driver position at a rate of \$25.75/hour effective August 29, 2024.
9. Approval of hire of Justine Schunk for the Playground Aide position at a rate of \$14.00/hour effective September 3, 2024.
10. Approval of hire of Cindy Kujala for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
11. Approval of hire of Lindsay Blackwood for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
12. Approval of hire of Alexandra Holweger for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
13. Approval of hire of Lillian Archambeau for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
14. Approval of hire of Michael Lund for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
15. Approval of hire of Ryan Nephew for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
16. Approval of hire of Carlie Hadrava for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
17. Approval of hire of Bethany Lash for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
18. Approval of hire of Melissa Hillman for the Paraprofessional position at a rate of \$19.97/hour effective September 3, 2024.
19. Approval of hire of Michalina Littler for the Paraprofessional (RRHS/ALP) position at a rate of \$19.97/hour effective September 3, 2024.
20. Approval of hire of Holly Ayster for the Paraprofessional Student Supervisor position with a stipend of \$19.97/hour effective September 3, 2024.
21. Approval of hire of Mary Rantala for the 0.6 FTE Medical Careers position with a salary of \$36,827.40 (Step C, MA) effective August 27, 2024.
22. Approval of hire of John Westby for the 7th Grade Junior High Football Coach position with a stipend of \$3,278 for the 2024-2025 school year.
23. Approval of hire of Brian Skadsem for the 7th Grade Junior High Football Coach position with a stipend of \$3,278 for the 2024-2025 school year.
24. Approval of hire of Harry Shears for the Junior High Girls Cross Country Coach position with a stipend of \$3,278 for the 2024-2025 school year.
25. Approval of hire of Nick Miller for the Assistant JV Football Coach position with a stipend of \$4,791 for the 2024-2025 school year.
26. Approval of hire of Kerri Johnson for the Assistant Musical Director position with a stipend of \$2,773 for the 2024-2025 school year.
27. Approval of transfer of Michelle Edblom, Paraprofessional, from 21 hours/week to 10 hours/week at a rate of \$19.97/hour effective October 2, 2024.
28. Approval of volunteer coaches for the 2024-2025 school year: Nathan Houdek (8th Grade Assistant Football), Joseph Mason (Football).
29. Acceptance of resignation of Ramona Dieryck from the Playground Aide position

effective August 6, 2024.

30. Acceptance of resignation of Michelle Hoffman-Robinson from the Paraprofessional position effective August 6, 2024.

31. Acceptance of resignation of Amelia Sandnas from the Playground Aide position effective August 14, 2024.

32. Acceptance of resignation of Tristan Kuoppala from the Custodian/GM/Grounds/Driver position effective August 26, 2024.

33. Acceptance of resignation of Doreen Simone from the Paraprofessional position effective August 27, 2024.

34. Approval of leave of absence for Kyle Lawrence, Elementary Teacher, for the 2024-2025 school year.

35. Approval of correction of lane change for Hannah Davidson-Teff. Lane change is BA+20 to MA. Previously approved lane change stated BA+10 to MA.

36. Approval of lane change of Nina Sporich from BA+10 to MA effective August 13, 2024.

37. Approval of request from Eveleth Heritage Society/ Eveleth Area Community Foundation for donation of the cornerstone/time capsule to preserve and protect this historical item within the City of Eveleth.

5. Reports:

1. Update on Northeast Service Cooperative Services. 11

2. Greenhouse project update.

3. Discussion and possible action regarding Varsity Assistant athletic coaches.

4. Transportation update.

5. Update from RAMS

6. Superintendent.

1. "Beginning of the School Year" update.

7. Treasurer's Report. 37

6. Administration Items:

1. Consider approval of transfer of Chris Chad from the Secondary Teacher position to the RRHS Dean of Students position with a salary of \$90,420 (Step J, MA+18) effective August 26, 2024. 44

2. Consider approval of the Facilities Use Agreement between the City of Virginia and ISD 2909 effective through March 31, 2027. 45

3. Consider approval of Child and Adult Care Food Program Contract for Vended Meals for the 2024-2025 school year. 64

7. Meeting Announcements:

1. The next regular meeting is Monday, September 9, 2024 at 6:00 P.M. at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.

8. Adjournment.

**OFFICE OF THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 2909  
MONDAY, AUGUST 12, 2024, 6:00 P.M.**

**ROCK RIDGE ADMINISTRATION BUILDING, 1405 PROGRESS PARKWAY, VIRGINIA, MN 55792  
MINUTES OF THE REGULAR SCHOOL BOARD MEETING**

**Members Present:**

Nicole Culbert-Dahl    Polly Sorcan  
Brandi Lautigar        John Uhan  
Tim Riordan             Lisa Westby

**Other Staff Present:**

Dr. Noel Schmidt, Superintendent  
Andrea Lintula, Business Manager  
Sheena Stefanich, Parkview Elementary Principal  
Scott Manni, North Star Elementary Principal  
Angie Williams, Laurentian Elementary Principal  
Mark Winter, RRHS Principal

**Members Absent:**

Bill Addy

- I. Vice Chair UHAN called the regular meeting to order at 6:00 P.M.
  
- II. **APPROVE AGENDA:**
  - A. UHAN made a correction to *5.9 Approval of hire of fall coaches for 2024-2025* and added “*and volunteers*”.
  - B. Motion to **approve the agenda as amended** made by RIORDAN, seconded by LAUTIGAR. Motion passed unanimously.
  
- III. **RECOGNITION OF VISITORS AND VISITOR INPUT: NONE.**
  
- IV. **CONSTRUCTION:**
  - A. Patrick Gallagher, Chelsey Kroells, and Pete Auvinen of Kraus-Anderson presented the Amendment #15 Presentation.
  - B. Motion to **approve Contract Amendment No. 15 to Construction Manager Agreement** made by RIORDAN, seconded by LAUTIGAR. Motion approved 5-1 with SORCAN voting NO.
  
- V. **CONSENT AGENDA:**
  - A. Motion to **approve the Consent Agenda** made by CULBERT-DAHL, seconded by UHAN.
  - B. SORCAN requested discussion on *5.4-5.6 regarding the hockey coach hires of Matt Niskanen, Cooper McLean, and Evan Friedlieb, 5.11 Approval of hire of Emily Jankila for the PCN Student Group Leader position with a stipend of \$4,000 for the 2024-2025 school year, and 5.13 Approval of transfer of Steve Manninen, Paraprofessional, from 17.5 hours/week to 10 hours/week effective October 7, 2024.*
    1. Motion to **approve items remaining on the Consent Agenda** passed 6-0.
      - a. Approval of July 8, 2024 regular meeting minutes.
      - b. Approval of July 29, 2024 special meeting minutes.
      - c. Approval of hire of Hayley Halls for the 0.48 FTE STEAM Teacher position with a salary of \$25,311.36 effective August 27, 2024.
      - d. Approval of hire of Alexander Roen for the Junior High Girls Tennis Coach position with a stipend of \$3,278 for the 2024-2025 school year.
      - e. Approval of hire of Emily Hixon for the Musical Lead Director/Producer position with a stipend of \$3,278 for the 2024-2025 school year.
      - f. Approval of hire of fall coaches and volunteers for 2024-2025.
      - g. Approval of volunteer coaches for 2024-2025: Emma Westby (volleyball), Kathryn Troutwine (girls tennis), Jim Prittinen (girls tennis), Tom Prosen (girls & boys tennis).
      - h. Approval of transfer of David Mattila from the Custodian/GM/Grounds/Driver position to the PT Bus Driver position with a salary of \$25.14/hour effective September 3, 2024.

- i. Approval of an unpaid leave of absence for Ashley Strukel, Paraprofessional, for the 2024-2025 school year.
  - j. Approval of unpaid (once sick leave has been exhausted) medical leave of absence for Harriett Anderson, Paraprofessional, effective September 1, 2024 through December 1, 2024.
  - k. Acceptance of resignation of Willie Spelts from the Assistant Girls Golf Coach position effective July 4, 2024.
  - l. Acceptance of resignation for the purpose of retirement from Tom Anderson from the PT Driver position effective July 18, 2024.
  - m. Acceptance of resignation of Mary Bradach from the Paraprofessional position effective July 24, 2024.
  - n. Acceptance of resignation of Jayne Talo from the Assistant Speech Coach position effective July 25, 2024.
  - o. Acceptance of resignation of Sheila Anderson from the Paraprofessional position effective July 31, 2024.
  - p. Acceptance of resignation of Stephanie Wudinich from the Paraprofessional position effective August 2, 2024.
  - q. Acceptance of resignation of Macoy Rudolph from the Secondary Special Education Teacher position effective August 6, 2024.
  - r. Acceptance of resignation of Shelly Grahek from the Paraprofessional position effective August 7, 2024.
  - s. Acceptance of resignation of Ellen Perrault from the Paraprofessional position effective August 7, 2024.
  - t. Acceptance of resignation of Beau Foix from the JV Assistant Football Coach position effective August 8, 2024.
  - u. Approval of lane change for Sheila Takanen from a MA+10 to MA+18 effective July 24, 2024.
  - v. Approval of lane change for Hannah Davidson-Teff from BA+10 to MA effective July 31, 2024.
  - w. Approval of lane change for Samantha Andrews from a MA to MA+10 effective August 6, 2024.
  - x. Acceptance of a grant in the amount of \$1,000 from the Northland Foundation for Boost Up.
  - y. Approval of overnight fall athletic trips for 2024-2025.
  - z. Approval of out-of-state travel for Technology Director Bill Bryson to Cupertino, CA to attend the Minnesota K-12 IT Leaders Executive Briefing on Tuesday, October 8, 2024.
2. Discussion was had on items pulled.
  3. Motion to **approve the hire of Matt Niskanen for the Head Boys Hockey Coach position for the 2024-2025 school year** made by RIORDAN, seconded by LAUTIGAR. Motion passed 5-1 with SORCAN voting NO.
  4. Motion to **approve the hire of Cooper McLean for the Assistant Boys Hockey Coach position with a stipend of \$5,295 for the 2024-2025 school year, approval of hire of Evan Friedlieb for the Junior Varsity Boys Hockey Coach position with a stipend of \$5,295 for the 2024-2025 school year, approval of hire of Emily Jankila for the PCN Student Group Leader position with a stipend of \$4,000 for the 2024-2025 school year, and approval of transfer of Steve Manninen, Paraprofessional, from 17.5 hours/week to 10 hours/week effective October 7, 2024** made by LAUTIGAR, seconded by RIORDAN. Motion passed unanimously.

## VI. REPORTS:

- A. Supt. Schmidt provided information about Minnesota School Trust lands that are located within the BWCAW. He also gave an update on student behavior and discipline procedures that staff,

students, and families will zero in on during the 2024-25 school year. These expectations came from the teacher committee that met several times for this purpose.

- B. Additional information was provided from the Business Office regarding the 2024-2025 budget and will be discussed more thoroughly at a working session.
- C. Motion to **approve the payment of the bills** made by CULBERT-DAHL, seconded by WESTBY. Motion passed unanimously.

VII. **STAFFING 2024-2025.**

- A. The principals of Laurentian, Parkview, North Star, and RRHS provided the board with information regarding staffing assignments and class sizes for the 2024-25 school year.

VIII. **ADMINISTRATION ITEMS:**

- A. Motion to **approve the 2024-2025 Rock Ridge Elementary Handbook** made by LAUTIGAR, seconded by CULBERT-DAHL. Motion passed unanimously.
- B. Motion to **approve the 2024-2025 Rock Ridge High School Handbook** made by SORCAN, seconded by RIORDAN. Motion passed unanimously.
- C. Motion to approve the **Resolution Relating to the Election of School Board Members and Calling the School District General Election** made by LAUTIGAR, seconded by WESTBY. Roll call vote. Motion passed 6-0.
- D. Motion to **reinstate Maxine Perko to her current FTE as a S.M.A.R.T. teacher at Laurentian Elementary for the 2024-2025 school year** made by SORCAN, seconded by UHAN. Motion passed 4-2 with CULBERT-DAHL and RIORDAN voting NO.
- E. No action taken regarding the music program for the 2024-2025 school year. A 0.64 FTE music position (elementary) is currently posted.
- F. Motion to approve the **purchase agreement for Jack Pine Ridge and Siegel Boulevard, adjacent to or near the 1404 Building** made by LAUTIGAR, seconded by RIORDAN. Motion passed 5-1 with SORCAN voting NO.
- G. The board wanted further discussion on the Facilities Use Agreement between the City of Virginia and ISD 2909 effective through March 31, 2027. Agreement would be placed on the Athletic & Activities Committee agenda scheduled for August 13.
- H. Motion to **approve the Activities Director job description** made by WESTBY, seconded by UHAN. Motion passed unanimously.
- I. Motion to **approve the Community Education Director job description** made by LAUTIGAR, seconded by RIORDAN. Motion passed unanimously.
- J. Motion to **approve the Library Media Specialist K-12 job description** made by LAUTIGAR, seconded by RIORDAN. Motion passed unanimously.
- K. Motion to **approve the income contract between ISD 2909 and Minnesota North College for Postsecondary Enrollment Options for the 2024-2025 school year** made by RIORDAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- L. Motion to **approve the agreement between St. Louis County and Rock Ridge Public Schools for the Transportation of Children and Youth in Foster Care Placement effective July 1, 2024-June, 30, 2026** made by CULBERT-DAHL, seconded by LAUTIGAR. Motion passed unanimously.

IX. **MEETING ANNOUNCEMENTS** were made.

X. **ADJOURNMENT:** Meeting adjourned at 8:30 P.M.

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CHAIR – BILL ADDY

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CLERK – BRANDI LAUTIGAR

# Amanda L.M. Spotts

## Objective

- Experienced music teacher seeking part-time music position

## Education

- **Bachelor of Music Education** (May 2003)  
University of Minnesota Duluth  
Major: K – 12 Instrumental Music
- **Master of Education** (partial completion)  
College of St. Scholastica

## Experience

### **Elementary Music Specialist**

Stony Creek Elementary, Littleton, CO (April 2005 – August 2010)

- Instructed over 600 students yearly in 1<sup>st</sup> through 6<sup>th</sup> grade using the Orff approach
- Developed unique programs that showcased skills that students learned in the classroom
- Directed an after-school elementary choir that collaborated with area schools and the Colorado Children's Chorale
- Implemented lessons that supported reading and math instruction and music SMART goals
- Served on the Safety, Accountability, and Budget/Technology teams

### **Music Teacher**

Assumption Elementary School, Hibbing, MN (March 2013 – January 2016)

- Taught Kindergarten through 6<sup>th</sup> grade general music
- Organized spring programs based on classroom learning and supported the annual Christmas musical
- Directed after-school choir and beginning band
- Provided private piano and band instrument lessons

### **Classroom Assistant**

Early Childhood Family Education, Chisholm, MN (January 2019 – March 2020)

- Assisted children and families participating in ECFE classes

### **Substitute Teacher**

Teachers On Call (March 2023 – present)

Jeffco Public Schools and Boulder Valley Public Schools, Colorado (September 2004 - April 2005)

## **Music Specialist**

Northwoods Children's Services, Duluth, MN (December 2003 – April 2004)

- Worked with children with behavioral, emotional, and learning disabilities to help them develop music skills through individual and group instrument lessons and choir settings

## **Band Instructor/Marching Band Assistant**

Eveleth-Gilbert Public Schools, Eveleth, MN (May 2003 – June 2003)

- Instructed beginning band summer program and assisted in organizing and directing high school marching band.

## **Other Education/Certification**

Orff Schulwerk Level I, University of Las Vegas, NV 2005

K-5 Music Curriculum Development, Grenoble Studios, Englewood, CO 2007

Musikgarten Family Music for Toddlers, online certification, 2013

## **Current Activities**

- Accompanist – Choralaires (2020 – present)
- Pianist – The Sectionals (2022 – present)
- Chorus Member – Northern Lights Music Foundation Opera (2024 – present)

# Anita J. Leander-Flores

## Licensure

MINNESOTA Standard License K-12 Full Time ESL (File Folder #: 373963; Serial #: 433198)  
Reading Teacher K-12 (Expires 2028)  
World Languages and Cultures: Spanish K-12 (Anticipated Spring 2025)

## Experience

### **LINGUIST/LITERACY COORDINATOR, SIL INTERNATIONAL; MEXICO – 2002-PRESENT**

20 years experience in language and culture acquisition, phonological analysis and literacy development of minority languages, Zapotec and Chinantec. As a linguist I create literacy materials in minority languages; As a coordinator I organize and facilitate training for Spanish speakers and speakers of minority languages to analyze, read and write minority languages.

### **EDUCATOR WITH SIL MEXICO - 2002-PRESENT**

**Phonetics** Benemérita Universidad Autónoma de Puebla, MEXICO (Summer 2022)  
**Language Acquisition** Benemérita Universidad Autónoma de Puebla, MEXICO (Summer 2018)  
**Intro to Linguistics** Universidad de San Luis Potosi, San Luis Potosi, MEXICO (Summer 2014)  
**Phonetics** University of North Dakota, Grand Forks, ND - (Summer 2012)  
**Phonology I** Universidad de Ricardo Palma, Lima, PERU (Winter 2009)  
**Introduction to Linguistics** Universidad de Madero, Puebla City, MEXICO (Summer 2003)  
**Training in Spanish for speakers of minority languages including: Writer's workshop, Workshop for Applied Linguistics, Translation Tutorial, Combined Method of Reading and Writing/COMELE** Linguistic Center, Jaime Torres Bodet, Mitla, Oaxaca, MEXICO

### **EDUCATOR - TEACHERS ON CALL 2021-2023**

Substitute Teacher K-12; Multi-district Substitute; NorthWoods building sub '22-'23

### **EDUCATOR - INDEPENDENT SCHOOL DISTRICT 2142, COOK, MN 2017-2018**

Title 1 Reading Interventionist .5 FTE, North Woods School

### **EDUCATOR - CICERO SCHOOL DISTRICT #99, CICERO, IL 1998-2001**

3rd Grade ESL Transitional self-contained class, Woodrow Wilson Elementary (1998-1999)  
4th Grade ESL Transitional self-contained class, Cicero West Elementary (1999-2001)

## Education

### **Graduate Certificate - Reading Teacher K-12 (2019)**

College of St. Scholastica, Duluth, MN

### **Graduate Certificate - Community-based Adult Literacy (2017)**

University of North Dakota, Grand Forks, ND

### **Montessori Children's House (Ages 3-6) International Assistant Training (2015)**

Instituto Paolini, Puebla City, MEXICO - Training in Spanish

### **MA - Linguistics (2008)**

University of North Dakota, Grand Forks, ND

### **Spanish language study: grammar, pronunciation, fluency, reading & writing (2001-2002)**

Instituto de Lengua Española / The Spanish Language Institute, San José COSTA RICA

### **BA - ESL Education K-12 (1998)**

Northwestern College (Currently UNWSP), St Paul, Minnesota

## References

David Shaver: <a href="mailto:David_Shaver@sil.org">David_Shaver@sil.org</a>	Government relations, SIL Co-worker
Nathan LeBeque	Co-worker at North Woods 2017-2018
John Vukmanich: <a href="mailto:jvukmanich@isd2142.k12.mn.us">jvukmanich@isd2142.k12.mn.us</a>	Principal at North Woods 2017-2018
	Current Principal at Northeast Range
Julie Nelson Hernandez: <a href="mailto:Julie_Hernandez@sil.org">Julie_Hernandez@sil.org</a>	SIL Mexico

## Additional Licensure

ILLINOIS Professional Educator License (1914447; IEIN 592096)  
Secondary Education 6-12; ESL 6-12  
Elementary Education; ESL K-9



**NORTHEAST**  
*SERVICE COOPERATIVE*

**2025**

# Annual Plan

*Serving Schools, Cities, and other Governmental Agencies in Northeastern Minnesota*

**NORTHEAST SERVICE COOPERATIVE**

Tel 218-741-0750

Fax 218-741-1719

5525 Emerald Avenue

Mountain Iron, MN 55768

[www.nescmn.net](http://www.nescmn.net)

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# Company Overview

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*Northeast Service Cooperative is  
committed to serving  
our members.*

## *Established by the Legislature*

Northeast Service Cooperative (NESC), located in Mountain Iron, Minnesota, was established by the legislature as a nonprofit public corporation. It is one of nine service cooperatives in the state. It operates under State Statute 123A.21.

## *Governance*

NESC is governed by a nine-member Board of Directors of which the majority must be current members of school board elected at large from the NESC area. The remaining members may be representatives of other participating agencies, such as cities, counties, or other governmental agencies.

## *Serving members for more than four decades*

NESC services schools, cities, counties, and other governmental agencies throughout northeastern Minnesota.

## *Programs and Services*

NESC provides an array of niche services including Group Health and Dental Insurance, Medical Spending Accounts, Environmental Health & Safety, Education Services, Telecommunications & Technology, Cooperative Purchasing, Online Learning, Wellness Initiatives, Academic Programs, and Fiscal Hosting.

# Contact

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Paul Brinkman  
Executive Director  
218-748-7603  
paulb@nescmn.net



# Business Services

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## *Risk Management*

The Northeast Service Cooperative partners with various providers to form pools to address the needs of schools, cities, counties, governmental agencies, and their employees. The insurance pools provide expanded employee contracts and more effective fiscal control of premiums. All insurance programs are offered in partnership with qualified and reputable providers that are financially sound and capable of delivering the services required. Schools, cities, counties, governmental units and their employees may access these programs at any time:

- Dental
- Medical
- Medical Spending Accounts (HSA, FSA, VEBA)
- Life
- Employee Assistance Program
- Long-Term Disability
- Long-Term Care
- Vision

## *Other Administrative Services*

- Fiscal Host Services
- Grant Management
- Financial Reporting

## Contact

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Jeanette Mellesmoen  
CFO/Senior Director of Operations  
218-748-7617  
jmellesmoen@nescmn.net



# Business Services

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## *Environmental Health and Safety*

The Northeast Service Cooperative (NESC) is a partner with the Institute for Environmental Assessment, Inc. (IEA). IEA is a small business founded in 1984. IEA is committed to provide practical, cost-effective environmental safety consulting compliance for private and public organizations. Clients include school districts, hospitals, government agencies, and businesses in a variety of industries throughout the country. IEA experts design and execute solutions that accomplish specific goals of your company. IEA maintains an office at NESC. The contact is Taylor Dickinson, CSP, Regional Manager for Virginia and Brainerd. She may be reached at 218-410-9521 or [taylor.dickonson@ieainstitute.com](mailto:taylor.dickonson@ieainstitute.com). Their website is [www.ieasafety.com](http://www.ieasafety.com).



## *Institute for Environmental Assessment (IEA) Hosts the Following Divisions:*

### **Environmental Project Design and Management**

IEA employs a team of experienced and EPA-certified licensed asbestos inspectors, management planners, site supervisors, project designers, and lead risk assessors. IEA provides asbestos awareness training, demolition surveys, material inspection sampling and assessments, hazardous waste removal and clean-up management plans, AHERA inspections, lead sampling inspection, and project management. They are widely recognized for its knowledge in asbestos and lead project design and management, including AHERA and NESHAP compliance.

### **Indoor Air Quality (IAQ)**

IEA has capabilities to provide comprehensive IAQ assessments and solutions to building owners and managers. Their team of certified industrial hygienists, environmental consultants, public health personnel, and engineers are available to assist in resolving IAQ concerns. IEA can provide investigative mold/moisture assessments, proactive IAQ management, remediation design and monitoring, HVAC performance evaluations, ventilation system commissioning or re-commissioning, and healthcare infection control consulting and design.

### **Environmental, Health and Safety Services**

IEA specializes in custom solutions to EH&S concerns, no matter how big or small. IEA experts will evaluate and provide the best consultation services for your organization.

IEA has trained and experienced personnel able to assist with OSHA, MSHA, DOT, and EPA compliance. Compliance assistance includes program reviews/audits, employee exposure assessments, developing health and safety management plans, and much more.

IEA's staff have access to existing written programs, plans, management systems and proven, time-tested implementation procedures to offer a health and safety compliance team that is poised to provide cost-effective, efficient, and professional compliance services.



## *Revitalization Building Solutions*

Creating collaborative teams to guide our member groups through project planning, facility assessments, building design, and construction management services is an opportunity for all member groups working with InGensa, Inc.

To see what services they offer, visit their website at [www.ingensainc.com](http://www.ingensainc.com).



# Cooperative Purchasing

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Our Cooperative Purchasing Program (CPC) offers members a wide range of high-quality products and services at discounted rates. By combining the purchasing power of all members, we can achieve volume pricing on quality products and services from reputable vendors. You, the member, can purchase a small quantity and get the large quantity discount.

Visit [www.purchasingconnection.org](http://www.purchasingconnection.org) for a listing of vendors.

For a convenient purchasing experience, visit [www.cpcexpress.org](http://www.cpcexpress.org).

The contracted vendors we have are established through formal bids. Members may access those contracts and satisfy Minnesota competitive bidding requirements - regardless of the amount of the purchase. The ability to do so is outlined in Minnesota Statutes [123A.2](#) and [471.345](#).

Utilizing our purchasing program gives you more buying power and choice in the contracts you can use to save time and money and bring value to your organization. Plus, all the contracts have been awarded through the required competitive process.

## Contacts

Jeanette Mellesmoen  
CFO/Senior Director of Operations  
218-748-7617  
[jmellesmoen@nescmn.net](mailto:jmellesmoen@nescmn.net)



Suzi Ruper  
Senior Coordinator, Member Services  
218-748-7604  
[sruper@nescmn.net](mailto:sruper@nescmn.net)

# Cooperative Purchasing

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## Athletics

Gym Floor Renovation/New  
Electronic Scoreboards  
Synthetic Field Turf  
Track Surfacing  
Wall Mats for Gymnasiums  
Telescopic Seating  
Athletic Field Press Box  
Outdoor Bleachers  
Athletic Equipment  
Sports Facility LED Lightning  
Lockers & Storage Products

## Office Equipment

Copy Machines  
Printers Color/Black & White  
3D Printers  
Wide Format Printers  
Scanners

## Facilities & Grounds

Floor Cleaning Equipment  
Electronic Recycling Services  
LED Lighting Equipment  
Playground Systems/Equipment  
Precision Lawn Mowers  
Custodial Supplies  
Roofing Solutions  
Carpet/Resilient Flooring  
Resin Concrete Flooring  
Air Filters, Plumbing Supplies  
Recycling/Waste Containers

## Furniture

Classroom Furniture  
Libraries/Media Centers  
General Office  
Lobby/Bathroom  
Ergonomic Furniture  
Senior Living  
Recreational  
Cafeteria Tables

## Instructional Resources

Online Reading Solutions  
eBook Mgmt/Software  
Educational Math Software  
Professional Services

## Classroom Supplies

Early Childhood  
Elementary Classroom  
Middle & High School  
Art Supplies  
Industrial Technology  
Special Needs  
STEM Supplies

## Office Supplies

General Office Supplies  
Breakroom and Kitchen  
Copy Paper/Colored Paper  
Printer Ink Cartridges

## Technology

Computers  
Technology Equipment  
Educational Software  
Amplification Solutions  
Software  
SMART Boards & zSpace  
Access Control  
Voice and Data Infrastructure  
Fire Alarm  
Intrusion Detection/Monitoring  
IP Video Systems

## Health & Wellness

Safety Equipment  
Health & Safety Supplies  
Portable Air Purifiers

## Security

Metal Detectors  
Finger/Palm Capture  
Safety Management Tools  
STOPit Software

## Electronic Content Management

## Food Service & Bread Program

## Online Safety Management

## Mobile Educational Broadband

## Vehicle Auction Services

## Commercial Vehicle Purchasing

## Theatrical/Auditorium Products

## Kitchen Smallwares/Lg Equip

# Education Services

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Education Services continues to develop its programming and services to best fit our region and make an impact for our educators and students. Although we continue to provide quality facilitation and training services, our workshops have developed to encompass the larger role technology plays in the way business is conducted.

## *Workshops, Trainings & Conferences*

- Teacher/Administrator Development Series
- Facilitating Online Learning
- Creating Online Course Content
- Literacy and Math Cohorts
- Improvement Plan Development

## *Planning, Facilitation and Research Services*

The Northeast Service Cooperative will continue to offer facilitation services to our members. These services are customizable to meet specific needs within an organization. A representative list includes:

- Strategic Planning
- Mediation Services
- Team Building / Leadership Skills / Program Evaluation
- Action Planning / Goal Setting / Data Analysis
- Research Services / Grant Writing
- Meeting Facilitation

NESC provides staff development planning, facilitation, grant research and writing, and program evaluation services for school districts and other NESC members in the region.

## *Grant Writing*

One of the objectives of the Northeast Service Cooperative's mission is to seek out and help our members apply for funding opportunities to support their initiatives.

### *NESC provides services under the following grants:*

- Minnesota Department of Education
- Minnesota Department of Health
- United States Department of Agriculture, Rural Utilities Service
- Center of Excellence
- Department of Employment and Economic Development
- Iron Range Resources and Rehabilitation Board
- Economic Development Administration
- Public Health Workforce supplemental funding from the Center of Disease Control and Prevention, administered by the Minnesota Department of Health
- Minnesota Statewide Longitudinal Education Data System (SLEDS)
- Rural Career and Technical Education (CTE)



# Education Services

## *MSC Online Learning Program Initiatives*

The MSC Online Learning Program is proud to help meet the needs of school districts across the state by providing challenging online learning opportunities for students. Our program is a part-time non-diploma program so students remain enrolled in their home district while taking their online courses. We are approved by the Minnesota Department of Education to offer online courses for middle and high school students.

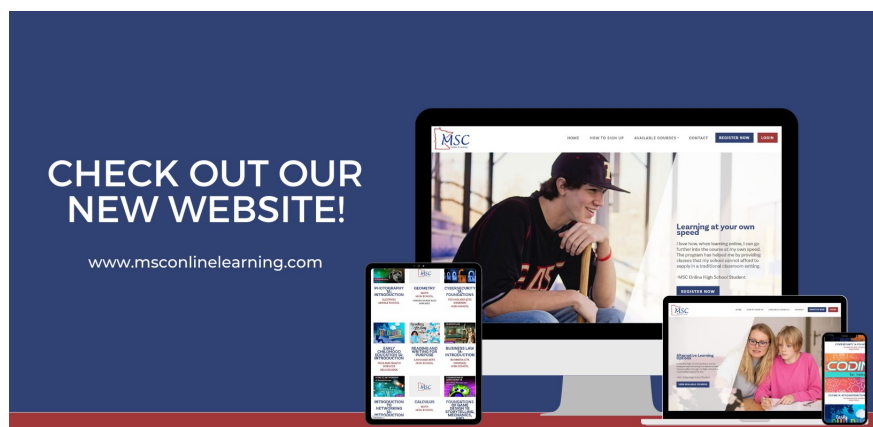


MSC Online continues to utilize Minnesota-approved curriculum providers. Our curriculum offers a wide range of rich multi-media courses that are aligned with national and state standards and several industry certifications under career and technical education. We continue to add new course offerings to help meet the needs of our students, parents, and the school districts we serve. A full list of courses offered by our program is available for your review at [www.msconlinelearning.com](http://www.msconlinelearning.com)

Our course LMS is Moodle. Moodle is an open-source learning platform designed to provide educators, administrators, and learners with a robust and secure learning environment. We continually upgrade to the newest long-term, stable support version of Moodle. Genius (SIS) is our current student information system. Students and teachers will continue to see numerous improvements and course enhancements within each system.

The Northeast Service Cooperative supports the MSC Online Program with designated staff for program direction, administrative support, technical support, and training. The MSC Advisory Council meets throughout the year to provide input and program guidance. We will continue our efforts to make MSC Online Learning the online program of choice for schools in Minnesota.

MSC Online continually explores ways to better market our services to students, parents, and schools across the state. We plan to participate in various professional conferences to share information about how MSC Online can assist students experiencing scheduling conflicts or who are in need of credit recovery, advanced, additional, or specialized courses.



# Education Services

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## *Academic Enrichment Programs*

The Academic Enrichment Programs coordinated by the Northeast Service Cooperative continues to remain strong as a result of the stability and success of our regional academic teams and students. During the last school year, thousands of students in our region continue to participate in our academic enrichment programs in person.



### ***Knowledge Bowl***

Knowledge Bowl (KB) Interdisciplinary academic competitions for over 1,700 regional students in grades 5-12 from 33 schools are held at NESC. Just under 300 teams of students compete in both written and oral contests that challenge students' recall, problem solving and critical thinking skills while reinforcing core curriculum. Our top six senior high teams advance to a state competition.



### ***Spelling Bee***

Regional spelling competition for students in grades 5-8 is held at NESC. Our top region winner advances to the National Spelling Bee held in Washington, D.C.

## Contacts

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Tara Lindstrom  
Senior Coordinator, Education Services  
218-748-8111  
tlindstrom@mnce.org



Kijo Stallings  
Coordinator, Education & Student Services  
218-748-7611  
kstallings@nescmn.net

# Education Services

## Northern Pines Regional Center of Excellence

The Northeast Service Cooperative, in partnership with the Minnesota Department of Education, is home to the Northern Pines Regional Center of Excellence (one of six RCEs in the state). The Regional Centers of Excellence (RCE) provided support directly to regional districts and schools to strengthen local capacity to facilitate school improvement efforts focused on equity of underserved populations.

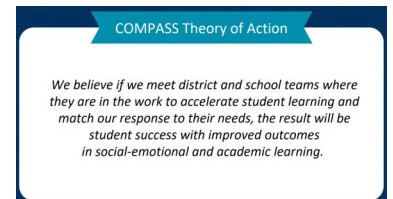


**REGIONAL CENTERS OF EXCELLENCE**  
A Partnership Between the Minnesota Department of Education and Minnesota Service Cooperatives

The Northern Pines RCE has been collaborating with MDE along with the eight other service cooperatives in the state to participate in a new initiative called Collaborative Minnesota Partnership to Advance Student Success (COMPASS). COMPASS is a statewide education system created through a collaboration between the Minnesota Department of Education (MDE), Minnesota Service Cooperatives (MSC) and Regional Centers of Excellence (RCE). COMPASS is designed to meet schools and districts where they are in the work to accelerate student learning and match the state's response to those needs. Throughout the 2024-25 school year and beyond, educators, school staff, and school leaders will have new opportunities for professional learning and coaching, along with support from experts. NESC will be expanding its RCE staff to include a regional supervisor and staff who will be serving the region as math leads and coaches, an MnMTSS lead, an equitable access specialist with special education focus, literacy coaches, culturally responsive instructional leadership lead, and school advocates. Hiring is in process with positions to begin July 1, 2024.

MDE is partnering with the Regional Centers of Excellence and the Minnesota Service Cooperatives on the focus areas of:

- Data and Assessment Literacy
- Literacy
- Math
- School Climate and Mental Health



The RCE team members support regional districts and schools with on-site coaching, technical assistance, professional development, resources, and networking opportunities with the ultimate goal of eliminating gaps and inequities while improving outcomes for all students.

### Ten Minnesota Commitments to Equity

1. Prioritize equity.
2. Start from within.
3. Measure what matters.
4. Go local.
5. Follow the money.
6. Start early.
7. Monitor implementation of standards.
8. Value people.
9. Improve conditions for learning.
10. Give students options.

## Contact

Tara Lindstrom  
Senior Director, Education Services, and COMPASS Regional Supervisor  
218-748-8111  
tlindstrom@mnce.org



# Education Services

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## *Career & Technical Education (CTE)*

### **VISION STATEMENT:**

Equity - Opportunity - Flexibility

### **MISSION STATEMENT:**

Connecting learners with careers while promoting equity, opportunities, and flexibility for students and schools.



In 2024, the Northeast Service Cooperative's Career & Technical Education (CTE) program will continue to promote our vision of equity, opportunity, and flexibility for students and schools. The program focused on providing a diverse range of CTE courses and opportunities that catered to the needs and interests of all students, regardless of background or ability.

Through partnerships with local businesses, the program offers real-world experiences, internships, and mentorship opportunities, ensuring students are prepared for success in their chosen career paths. Additionally, the program emphasized flexibility by offering online and hybrid CTE courses, allowing students to access high-quality education regardless of location or circumstances.

The Northeast Service Cooperative's CTE program remains committed to equity by actively working to eliminate disparities in student access and achievement. By providing equitable access to resources, support, and opportunities, the program aims to ensure that all students have the chance to thrive and success in their educational and career endeavors.

In partnership with the Minnesota Service Cooperative (MSC), the Northeast Service Cooperative (NESC) is dedicated to providing opportunities for regional students through funds from the MN Service Collaborative Rural CTE Grant. In 2024 and 2025, NESC plans to allocate over \$700,000 from the grant to support its CTE courses, programs, students, and teachers. These programs aim to promote post-graduation outcomes aimed at enrollment, enlistment, or employment, ensuring students are well-equipped for success in their chosen path. This partnership reflects NESC's commitment to enhancing educational opportunities and outcomes for students in the region.

# Education Services

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## Career and Technical Education for All

The Minnesota Service Cooperatives Career and Technical Education Consortium and the Northeast Service Cooperative are committed to strengthening their relationships with each other and our education, economic development, and workforce agency partners.



## The Minnesota Service Cooperative

**Mission:** Leveraging statewide and regional approaches to ensure robust CTE experiences for students with an eye on future success.

**Vision:** All students have access to innovative, career-connected learning through a vibrant CTE education network with solid industry connections, providing students with the knowledge and skills needed for the future.

## We support and develop:

- Accessible, equitable, and inclusive career-connected learning that builds pathways to local/regional careers for all students.
- Highly trained and engaged educators who help students build CTE pathways through relevant coursework, collaborative partnerships, and advanced equipment.
- Advanced collaboration with business, industry, labor, workforce, and higher education fosters innovation, harnesses creativity, and accelerates quality CTE learning/pathways.
- Integrated and aligned efforts that enhance and sustain quality CTE.

## Together we work towards a future where:

- All students have access to innovative, career-connected learning showcasing local careers.
- Minnesota has a vibrant CTE teacher network with strong industry connections.
- Business, labor, and industry are key to student career awareness and life/work skills.
- Education recognizes the benefit of CTE courses/experiences for all careers.
- Students make informed financial investments in post-secondary training and education.
- Public and private investments in CTE help address workforce challenges across Minnesota.

# Education Services

Making a regional impact across the state:

## Career & Technical Education for *All*



**Food Processing**  
Kelliher FFA and Cattle Company students practice hands-on cutting, handling, packaging, and sanitation aspects of food processing.



**Videography**  
Chisholm High School students build technical skills at state-of-the-art digital lab at the MN Discovery Center.



**CTE Teacher Licensure/Induction**  
Over 300 teachers across Minnesota receive support through licensure preparation, induction, and mentoring.



**Healthcare Careers**  
Essentia Health provides first-hand career experiences for students. "I got to experience spinal surgery and see how nurses interact with patients!" (Pequot Lakes Student)



**Student-Run Business**  
Watertown-Mayer develops a student-run screen-printing business supported by a local graphic designer, area businesses, and booster club.



**Business Partnerships**  
LYFT Pathway partnerships with businesses such as Kibble Equipment in Wabasso provide students with real-world skills and employment opportunities.



**Intermediate School Districts**  
Launch funding for innovative CTE programming that removes barriers for students.



**Construction/Manufacturing**  
Gibbon-Fairfax-Winthrop Thunderbird Manufacturing students put their construction and welding skills to use building cabins for local county parks.



**SE Welding Competition**  
123 students from 21 schools participate in the first Southeast MN Welding Competition. Rochester Community & Technical College gains four students for their PSEO Welding program through the competition.

## Contact

John Engelking  
Senior Regional Manager, Career & Technical Education (CTE)  
218-390-9860  
jengelking@nescmn.net



# Education Services

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## *Behavioral and Mental Health Services*

Mental health is essential to overall physical health, wellbeing, and cognitive development. Behavioral and Mental Health Services continues to develop programming and services to best fit the needs of our region. We remain committed to mental health literacy, workforce mental health and wellbeing, workforce development, and collaboration.

### Mental Health Literacy

Mental Health Literacy is the knowledge and beliefs people have about mental wellbeing and mental health disorders which plays a large role in prevention, awareness, management. NESC focuses on:

- Education for how to obtain and maintain positive mental health,
- Education on mental health disorders and their treatments,
- Mental Health Campaigns designed to reduce stigma related to talking about mental health and mental health disorders, and
- Programming to increase knowledge of when and where to seek help.

### Workforce Mental Health and Wellbeing

with efforts focused on the mental health and wellbeing of organizations:

- Research Services
- Data Analysis,
- Strategic Planning,
- Improvement planning,
- Implementation Planning
- Improvement Plan
- Program Evaluation
- Grant Writing
- Meeting Facilitation
- Customizable Trainings

### Workforce Development

- Increased access to critical mental health services.

### Collaboration

We are working with our regional, state, and national partners to make systemic changes including policy, institutional, and individual changes in how we view and prioritize mental health.

## Contact



Aubrie Hoover  
Regional Manager, Behavioral and Mental Health Services  
218-748-7618  
ahoover@nescmn.net

Lisa Kvas  
Regional Coordinator, Mesabi Behavioral Health Network and NESC Planning and Development  
218-748-7613/ lkvas@nescmn.net

# Telecommunications & Technology

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Our Telecommunications and Technology (TnT) division plays an essential role at the Northeast Service Cooperative and working with members to find solutions and form plans for efficient and effective operations. The TnT team designs, develops, supports, and manages networks. We train our staff to be at the cutting edge of technology and telecommunications in order to provide expertise and valuable information to our members.

## Services

- Network Services
  - ◇ Ethernet Transport: Transport for point-to-point and point-to-multipoint connections
- Broadband Internet Services
  - ◇ Ethernet: Direct Internet access from local central office
- Space and Power Services
  - ◇ Collocation: Rack and floor space, back-up power and storage
- Leaded Fiber Services
  - ◇ Dark Fiber: Unit fiber for point-to-point connections
- Professional Services
  - ◇ Information Technology
    - Project Management
    - Strategic Planning
    - Engineering/Design
    - Network Support/Administration
    - Installation & Repair
    - Remote Support
    - Records
  - ◇ Telecommunications
    - Project Management
    - Engineering/Design-Large Scale
    - Engineering/Design-Small Scale
    - Installation & Repair
    - Testing
    - Records & Mapping
  - ◇ Administration
    - Project Coordinator
    - Scheduling/Dispatch
    - Purchasing/Inventory
    - Service Order & Ticket Management



# Telecommunications & Technology

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## *Network Operations Center (NOC)*

1-866-306-3926

[support@nescmn.net](mailto:support@nescmn.net)

Our daytime hours of operation are from 8 a.m. to 4 p.m. There is access to someone on call 24 hours a day, seven days a week, by calling or email.

### *Call Routing:*

The call is answered by one of our TnT staff on duty, unless excessive call volume necessitates a call be routed through the voicemail. Callers have the option to leave a message which creates a ticket in our ticketing system.

### *Technical Support:*

We have experienced technical staff available to troubleshoot issues.

### *Network Monitoring:*

Critical systems are monitored 24 x 7 by our Network Management system. We have a live response support system in place, where members can manage and track internal incidents / troubles.

## *Northeast Fiber Network*

The Northeast Fiber Network is a fiber optic network that spans across northern Minnesota in the counties of St. Louis, Lake, Cook, Koochiching, Carlton, Pine, Itasca, and Aitkin. It was designed by the Northeast Service Cooperative to serve unserved and under-served regions in northeastern Minnesota. The network serves critical service sites including schools, libraries, sovereign nations, counties, cities, health care, and state entities. We also have dark fiber, wavelength services available to the public sector and to private sector service providers. The network provides 2.8 Terabit current core switching capacity using DWDM technology. There are Optical Transport Network facilities across the region with collocation availability.

- \$43.5 million federally funded project
- 50% grant / 50% loan through the United States Department of Agriculture Rural Utilities Service
- More than 1,220 miles of fiber optic network in the counties of St. Louis, Cook, Lake, Pine, Itasca, Koochiching, Carlton, and Aitkin
- Approximately 685 critical service sites connected
- Additional expansion under the EDA grant of 136 miles of fiber optic plant construction underway



# Telecommunications & Technology

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## *Border-to-Border Broadband Development Project*

This project utilized the Northeast Fiber Network to expand 70 miles of fiber network into underserved and unserved regions in St. Louis County. The NESC/Frontier Border to Border Phase I Broadband Project leverages funding from the Department of Employment and Economic Development (DEED) and Iron Range Resources and Rehabilitation Board (IRRRB). The fiber to the node equipment upgrade by Frontier Communications exceeded project goals of increasing capacity to 877. As part of this project, 30 township hall and fire halls are connected with high-speed connectivity and wireless access.

- \$4.35 million state funded project
- 45% DEED funded, 35% IRRRB funded and 20% NESC match
- Approximately 70 miles of fiber network in St. Louis County
- Provides middle mile fiber to Frontier Communications that impacts at least 877 households.
- Provides direct connectivity to rural town halls and fire halls

## *NE MN Broadband & Economic Development Initiative*

The Department's Economic Development Administration (EDA) awarded a \$3.4 million CARES Act Recovery Assistance grant to support broadband expansion in Northeast Minnesota.

The pandemic shed light on the vital importance of broadband. This grant will allow Northeast Service Cooperative to meet the region's explosive demand for broadband connectivity to boost businesses, provide new opportunities and diversify the region's economy. The project consists of two main components: middle-mile fiber optic infrastructure and last-mile fiber optic service connections to businesses within Opportunity Zones & other locations across the NE region of MN. The middle-mile portion of the project will extend Northeast Service Cooperative's Fiber Network to other statewide fiber networks and wholesale bandwidth providers. This will increase the region's broadband capacity to 200Gbps. The last-mile component will install fiber optic, Gigabit broadband services to businesses across northeast Minnesota. This EDA grant, to be matched with \$835,000 in local funds, is expected to generate \$20 million in private investment.

- \$4.175 million federal funded project.
- 80% US EDA funded and 20% NESC match.
- Approximately 136 miles of fiber network in Aitkin, Pine, Kanabec, Isanti & St. Louis counties (expansion includes Barnum to Aitkin, Virginia and Hibbing sections, and Willow River to Cambridge)
- Diverse & redundant interconnection points to wholesale providers in Minneapolis and Fargo/Moorhead.
- Last mile Gigabit fiber optic broadband services to over 100 businesses.
- Groundbreaking was held in April 2024 and construction is scheduled to be completed by summer 2025.

## *Innovation in Technology*

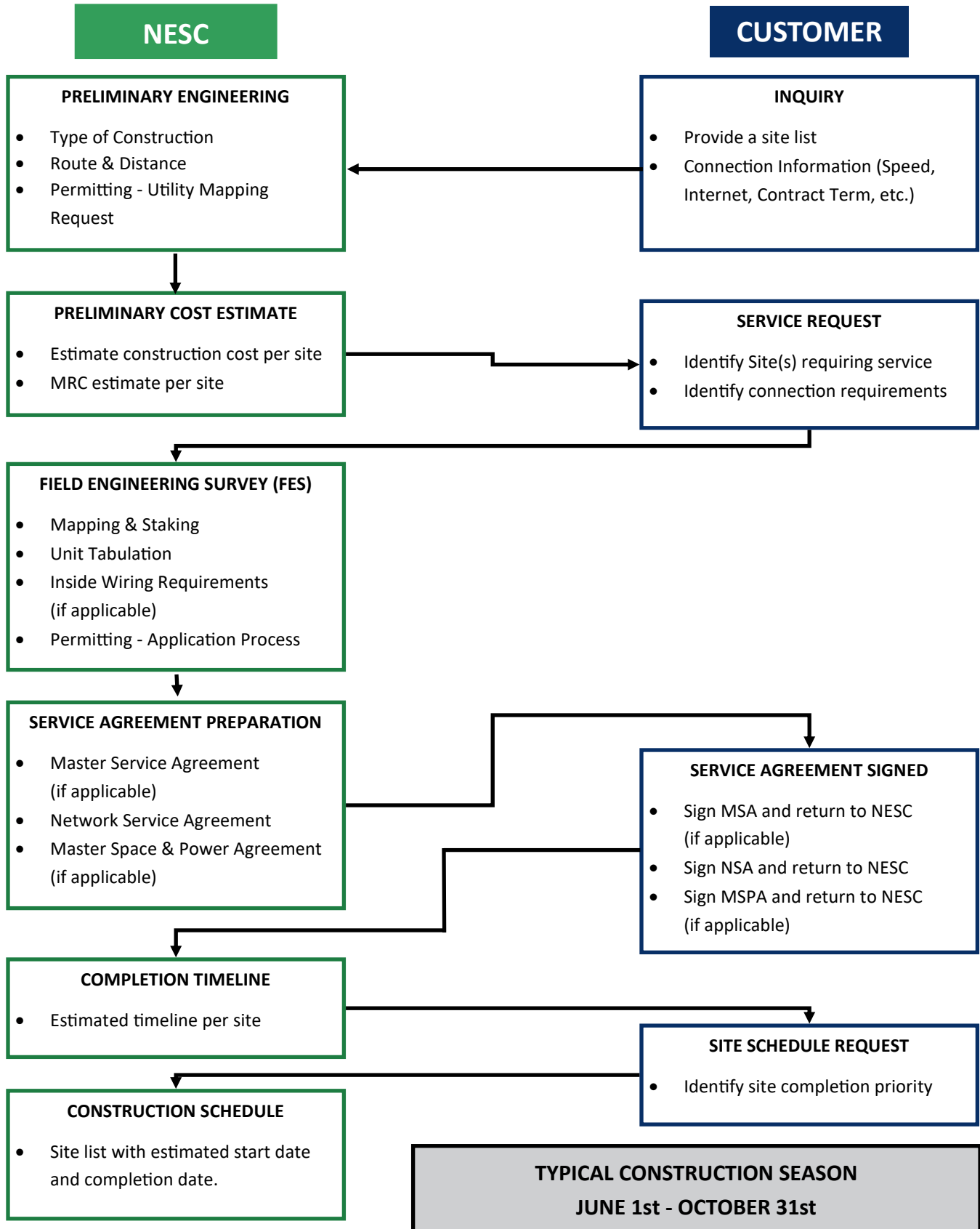
As part of striving for excellence in service in the region and for our members, the TnT team at NESC reviews opportunities and ways to expand networking and technology.

## Contact

Joe Weber  
Operations Manager, Telecommunications & Technology (TnT)  
218-748-7626  
jweber@nescmn.net  
16



# Telecommunications & Technology



# Communications & Marketing

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## *Annual Plan*

The Northeast Service Cooperative (NESC) publishes an Annual Plan which provides members with an overview of services and programs. We also highlight our services, members, and programs through emails, publications, handouts, and our website.

The Annual Plan is published on June 1 and posted on NESC's website [www.nescmn.net](http://www.nescmn.net).

## *Wellness Initiatives*

NESC participates in conferences, conventions, and distributes newsletters as a way to connect with members and promote initiatives. Wellness has become a focus as NESC cares about the wellness of its members. We will continue to meet with our members and offer trainings, workshops, and information in the upcoming year.

## *Follow Us*

NESC is on Facebook and LinkedIn. Our website underwent a major renovation this winter for a fresh updated and easier to use site.

## Contact

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Sharon Haavisto  
Senior Coordinator, Administration, Marketing & Human Resources  
218-748-7624  
shaavisto@nescmn.net



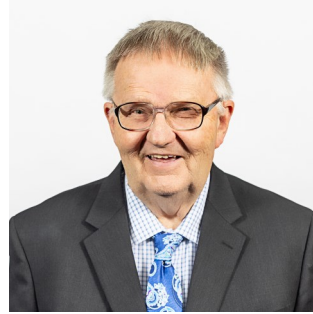
# Board of Directors

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**John Berklich**

Board Chair  
ISD #701  
Hibbing



**Walt Hautala**

Vice Chair  
ISD #2711  
Mesabi East



**Julie Peterson**

Clerk  
ISD #97  
Moose Lake



**Bob Rahja**

Treasurer  
ISD #695  
Chisholm



**Tim Riordan**

Director  
ISD #2909  
Rock Ridge



**John Klarich**

Director  
ISD #696  
Ely



**Kerry Juntunen**

Ex-Officio  
ISD #704  
Proctor



**Susan Kaslow**

Director  
Hill City



# Contact Information

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The Northeast Service Cooperative employs a dedicated, committed staff.



**Paul Brinkman**  
Executive Director &  
Interim Sr. Director of  
Telecom & Technology  
(TnT)  
Tel 218-748-7603  
[paulb@nescmn.net](mailto:paulb@nescmn.net)



**Stephanie Allan**  
TnT Telecommunica-  
tions Specialist  
Tel 218-748-7625  
[sallan@nescmn.net](mailto:sallan@nescmn.net)



**Karen Butkovich**  
Fiscal Services  
Accountant II  
Tel 218-748-7607  
[kbutkovich@nescmn.net](mailto:kbutkovich@nescmn.net)



**Gina Cole**  
COMPASS MnMTSS  
Lead  
Tel 218-410-2430  
[gcole@mnce.org](mailto:gcole@mnce.org)



**Alyssa Dahlke**  
Fiscal Services  
Accounting Coordinator  
Tel 218-748-7636  
[adahlke@nescmn.net](mailto:adahlke@nescmn.net)



**Russ Davidson**  
Education Services  
Math Specialist  
Tel 218-260-8393  
[rdavidson@nescmn.net](mailto:rdavidson@nescmn.net)



**Andrew Doll**  
TnT Telecommunica-  
tions Specialist  
Tel 218-748-7610  
[adoll@nescmn.net](mailto:adoll@nescmn.net)



**John Engelking**  
CTE Senior Regional  
Manager  
Tel 218-390-9860  
[jengelking@nescmn.net](mailto:jengelking@nescmn.net)

# Contact Information

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**Frank Germ**

Building & Grounds  
Manager

Tel 218-748-7612

[fgerm@nescmn.net](mailto:fgerm@nescmn.net)



**Lisa Grundstrom**

Education Services  
Education Specialist

Tel 218-966-5849

[lgrundstrom@nescmn.net](mailto:lgrundstrom@nescmn.net)



**Sharon Haavisto**

Administration,  
Marketing & Human  
Resources Senior  
Coordinator

Tel 218-748-7624

[shaavisto@nescmn.net](mailto:shaavisto@nescmn.net)



**Aubrie Hoover**

Behavioral and Mental  
Health Services  
Regional Manager

Tel 218-748-7618

[ahoover@nescmn.net](mailto:ahoover@nescmn.net)



**Kathy Jankila**

Fiscal Services  
Senior Accountant II

Tel 218-748-7627

[kjankila@nescmn.net](mailto:kjankila@nescmn.net)



**Sarah Klyve**

COMPASS Equitable  
Access Specialist SPED

Tel 218-750-0286

[sklyve@mnce.org](mailto:sklyve@mnce.org)



**Lisa Kvas**

Regional Coordinator  
for Mesabi Behavioral  
Health Network & Plan-  
ning & Development

Tel 218-748-7613

[kvas@nescmn.net](mailto:kvas@nescmn.net)



**Tara Lindstrom**

Education Services  
Senior Director and  
COMPASS Regional  
Supervisor

Tel 218-748-7614

[tlindstrom@mnce.org](mailto:tlindstrom@mnce.org)

# Contact Information

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**Amy Maki**

COMPASS Regional  
Literacy Lead

Tel 218-750-4574

[amaki@mnce.org](mailto:amaki@mnce.org)



**Jeanette  
Mellesmoen**

CFO/Director of  
Operations

Tel 218-748-7617

[jmellesmoen@nescmn.net](mailto:jmellesmoen@nescmn.net)



**Jonelle  
Mellstrom**

COMPASS Advocate  
Point

Tel 218-410-7715

[jmellstrom@mnce.org](mailto:jmellstrom@mnce.org)



**Renae  
Nesburg-Busse**

COMPASS Culturally  
Responsive Instructional  
Leadership Lead

Tel 218-421-4010

[rbusse@mnce.org](mailto:rbusse@mnce.org)



**Greg Peterson**

IT Network Architect

Tel 218-748-7608

[gpeterson@nescmn.net](mailto:gpeterson@nescmn.net)



**Marlo Peterson**

Consumer-Directed  
Business Consultant

Tel 952-393-2796

[mpeterson@nescmn.net](mailto:mpeterson@nescmn.net)



**Richard Pfeifer**

Information Technology  
Specialist, Support

Tel 218-748-7628

[rpfeifer@nescmn.net](mailto:rpfeifer@nescmn.net)



**Dustin Smither**

Information Technology  
Specialist, Operations

Tel 218-748-7633

[dsmither@nescmn.net](mailto:dsmither@nescmn.net)

# Contact Information

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## **Kijo Stallings**

Education & Student  
Services Coordinator

**Tel 218-748-7611**

[kpulford@nescmn.net](mailto:kpulford@nescmn.net)



## **Teresa Rautiola**

IT Network  
Administrator

**Tel 218-748-7616**

[trautiola@nescmn.net](mailto:trautiola@nescmn.net)



## **Suzi Ruper**

Member Services  
Senior Coordinator

**Tel 218-748-7604**

[sruper@nescmn.net](mailto:sruper@nescmn.net)



## **Lauren Sterk**

Fiscal Services  
Insurance Pool &  
Business Office Analyst

**Tel 218-748-7622**

[lsterk@nescmn.net](mailto:lsterk@nescmn.net)



## **Joe Weber**

TnT Operations  
Manager

**Tel 218-748-7626**

[jweber@nescmn.net](mailto:jweber@nescmn.net)

# Company Information

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## **Northeast Service Cooperative**

5525 Emerald Avenue  
Mountain Iron, MN 55768

**Tel** 218-741-0750

**Fax** 218-741-1719

[www.nescmn.net](http://www.nescmn.net)

## Annual Plan Contact

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Sharon Haavisto  
Senior Coordinator, Administration, Marketing & Human Resources  
218-748-7624  
shaavisto@nescmn.net



August 26, 2024

offered the following resolution and moved for its adoption.

RESOLVED, By the Board of Education of Independent School District #2909 that the following bills be allowed and the Chairperson and Clerk be and are hereby authorized to draw orders on the treasurer for payment of same:

<u>CHECK NO.</u>	<u>VENDOR</u>	<u>UFARS CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
15300	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$603.29
15300	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$1,190.28
15300	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$4,947.07
<b>15300 Total</b>				<b><u>\$6,740.64</u></b>
15301	CENTURY LINK	E 01 005 605 000 311 320	Communications Srv	\$106.20
15301	CENTURY LINK	E 01 005 605 000 311 320	Communications Srv	\$106.20
<b>15301 Total</b>				<b><u>\$212.40</u></b>
15302	EVELETH PUBLIC UTILITIES	E 01 300 810 000 000 331	Electricity	\$124.60
15302	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 332	Water	\$94.00
15302	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 332		\$1,645.00
15302	EVELETH PUBLIC UTILITIES	E 01 300 810 000 000 331		\$972.07
15302	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 333		\$70.60
15302	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 334		\$110.87
15302	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 332		\$110.97
15302	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 332		\$705.00
15302	EVELETH PUBLIC UTILITIES	E 01 101 810 000 000 330		\$126.87
15302	EVELETH PUBLIC UTILITIES	E 01 302 810 000 000 330	Utilities	\$67.72
15302	EVELETH PUBLIC UTILITIES	E 03 005 760 000 720 330	Water & Sewer	\$139.92
15302	EVELETH PUBLIC UTILITIES	E 01 116 810 000 000 331	Electricity	\$135.72
<b>15302 Total</b>				<b><u>\$4,303.34</u></b>
15303	GILBERT WATER & LIGHT DEPT	E 03 005 760 000 720 330	Water & Sewer	\$488.44
<b>15303 Total</b>				<b><u>\$488.44</u></b>
15304	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 334		\$16.26
15304	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 333		\$67.68
15304	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 331		\$73.28
15304	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 440		\$34.92
15304	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 332		\$46.00
15304	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 334		\$98.46
15304	VIRGINIA PUBLIC UTILITITES	E 01 116 810 000 000 333		\$297.14
15304	VIRGINIA PUBLIC UTILITITES	E 01 116 810 000 000 332		\$152.25
15304	VIRGINIA PUBLIC UTILITITES	E 01 116 810 000 000 440		\$252.00
15304	VIRGINIA PUBLIC UTILITITES	E 01 116 810 000 000 331		\$2,928.35
15304	VIRGINIA PUBLIC UTILITITES	E 01 117 810 000 000 334		\$390.96
15304	VIRGINIA PUBLIC UTILITITES	E 01 117 810 000 000 333		\$5.10
15304	VIRGINIA PUBLIC UTILITITES	E 01 117 810 000 000 440		\$95.67
15304	VIRGINIA PUBLIC UTILITITES	E 01 117 810 000 000 331		\$2,094.52
15304	VIRGINIA PUBLIC UTILITITES	E 01 117 810 000 000 332		\$20.50
<b>15304 Total</b>				<b><u>\$6,573.09</u></b>
15305	3D CONCRETE & CONSTRUCTION INC	E 01 112 810 000 000 350	Repairs Maint Serv	\$2,200.00
<b>15305 Total</b>				<b><u>\$2,200.00</u></b>
15306	A-1 SERVICES INC	E 01 300 810 000 000 350	Repairs Maint Serv	\$1,169.00
<b>15306 Total</b>				<b><u>\$1,169.00</u></b>
15307	AFSCME	E 01 005 110 000 000 401	General Supplies	\$8.00
<b>15307 Total</b>				<b><u>\$8.00</u></b>

15308	AIKEY ELECTRIC LLC	E	01	300	810	000	000	350	Repairs Maint Serv	\$4,349.98
<b>15308 Total</b>										<b><u>\$4,349.98</u></b>
15309	ALBIN ACQUISITION CORP	E	01	005	110	000	000	314	Background Checks for July 2024	\$530.00
<b>15309 Total</b>										<b><u>\$530.00</u></b>
15310	AMAZON CAPITAL SERVICES INC	E	01	112	201	000	000	430	Instruct Supplies	\$174.90
15310	AMAZON CAPITAL SERVICES INC	E	01	116	203	405	000	430	Instruct Supplies	\$279.31
15310	AMAZON CAPITAL SERVICES INC	E	01	116	203	405	000	430	Instruct Supplies	\$14.19
15310	AMAZON CAPITAL SERVICES INC	E	01	116	203	000	000	401	General Supplies	\$95.96
15310	AMAZON CAPITAL SERVICES INC	E	01	116	203	403	000	430	Instruct Supplies	\$72.17
15310	AMAZON CAPITAL SERVICES INC	E	01	300	296	705	000	430	Instruct Supplies	\$64.15
15310	AMAZON CAPITAL SERVICES INC	E	01	101	203	000	000	401	General Supplies	\$19.98
15310	AMAZON CAPITAL SERVICES INC	E	01	005	110	000	000	401	General Supplies	\$196.20
<b>15310 Total</b>										<b><u>\$916.86</u></b>
15311	APG MEDIA OF MN	E	01	005	010	000	000	380	Print-Publish	\$1,508.79
<b>15311 Total</b>										<b><u>\$1,508.79</u></b>
15312	ARROWHEAD CONSULTING & TESTING INC	E	06	005	870	000	000	311	Prof Tech Services	\$30,416.00
<b>15312 Total</b>										<b><u>\$30,416.00</u></b>
15313	BOE ELISA	E	01	005	107	050	000	366	Travel	\$22.78
<b>15313 Total</b>										<b><u>\$22.78</u></b>
15314	BSN SPORTS LLC	E	01	300	294	701	000	430	Instruct Supplies	\$687.86
<b>15314 Total</b>										<b><u>\$687.86</u></b>
15315	CEC THEATER MT IRON	E	04	500	590	000	321	401	Theater Tickets	\$258.50
15315	CEC THEATER MT IRON	E	04	500	590	000	321	401	Concession fee	\$188.00
<b>15315 Total</b>										<b><u>\$446.50</u></b>
15316	COSTIN GROUP INC	E	01	005	010	000	000	311	Prof Tech Services	\$3,500.00
<b>15316 Total</b>										<b><u>\$3,500.00</u></b>
15317	DAHLHEIMER BEVERAGE	E	01	112	810	000	000	332	Water	\$25.92
15317	DAHLHEIMER BEVERAGE	E	01	118	810	000	000	332	Water	\$11.00
15317	DAHLHEIMER BEVERAGE	E	01	101	810	000	000	410	Custodial Supplies	\$4.32
15317	DAHLHEIMER BEVERAGE	E	01	005	810	000	000	332	Water	\$69.12
15317	DAHLHEIMER BEVERAGE	E	01	116	810	000	000	332	Water	\$38.00
15317	DAHLHEIMER BEVERAGE	E	03	005	760	000	720	332	Water	\$9.00
15317	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	332	Water	\$9.00
<b>15317 Total</b>										<b><u>\$166.36</u></b>
15318	EMC INSURANCE COMPANIES	E	01	005	940	000	000	340		\$27,660.69
15318	EMC INSURANCE COMPANIES	E	01	005	940	000	000	341		\$1,153.34
15318	EMC INSURANCE COMPANIES	E	03	005	760	000	720	340		\$4,188.22
<b>15318 Total</b>										<b><u>\$33,002.25</u></b>
15319	ENDRESEN SOUND COMPANY	E	01	005	810	000	000	350	Repairs Maint Serv	\$2,183.40
<b>15319 Total</b>										<b><u>\$2,183.40</u></b>
15320	GMEN	E	06	005	870	000	000	311	Prof Tech Services	\$637.65
<b>15320 Total</b>										<b><u>\$637.65</u></b>
15321	GRANDE ACE HARDWARE	E	01	101	810	000	000	410	Custodial Supplies	\$54.66
15321	GRANDE ACE HARDWARE	E	01	116	810	000	000	410	Custodial Supplies	\$329.00
15321	GRANDE ACE HARDWARE	E	01	116	810	000	000	410	Custodial Supplies	\$12.58
<b>15321 Total</b>										<b><u>\$396.24</u></b>
15322	HAINAY CASSANDRA	E	01	005	107	050	000	366	Travel	\$1,408.34
<b>15322 Total</b>										<b><u>\$1,408.34</u></b>
15323	HALLBERG ENGINEERING	E	06	116	870	000	000	311	Prof Tech Services	\$2,000.00
<b>15323 Total</b>										<b><u>\$2,000.00</u></b>
15324	HART ELECTRIC OF NORTHERN MINNESOTA INC	E	05	005	865	000	380	350	Repair & Maint Service	\$40,149.38
<b>15324 Total</b>										<b><u>\$40,149.38</u></b>

15325	HAWK CONSTRUCTION INC	E	05	005	865	000	369	350	Repair & Maint Service	\$7,805.00
<b>15325 Total</b>										<b><u>\$7,805.00</u></b>
15326	HAWKINS INC	E	06	005	870	000	000	311	Prof Tech Services	\$164.03
<b>15326 Total</b>										<b><u>\$164.03</u></b>
15327	HAZELTON CHAD	E	01	300	292	000	000	366	Travel	\$245.22
<b>15327 Total</b>										<b><u>\$245.22</u></b>
15328	HILLYARD / HUTCHINSON	E	01	005	810	000	000	350	Repairs Maint Serv	\$193.20
15328	HILLYARD / HUTCHINSON	E	01	300	810	000	000	410	Custodial Supplies	\$71.39
<b>15328 Total</b>										<b><u>\$264.59</u></b>
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$369.00
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$300.00
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$369.00
15329	HOMETOWN FOCUS	E	01	005	199	000	000	319	Other Personal Srvcs	\$184.50
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$82.00
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$82.00
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15329	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$369.00
15329	HOMETOWN FOCUS	E	01	005	199	000	000	319	Other Personal Srvcs	\$184.50
<b>15329 Total</b>										<b><u>\$2,268.00</u></b>
15330	IMPERIAL DADE	E	01	112	810	000	000	410	Custodial Supplies	\$850.99
<b>15330 Total</b>										<b><u>\$850.99</u></b>
15331	INFINITY ONLINE	E	01	300	690	000	000	390	Pmt Educ Pur MN Dist	\$1,500.00
<b>15331 Total</b>										<b><u>\$1,500.00</u></b>
15332	I-STATE TRUCK CENTERS	E	03	005	760	000	720	350	Repairs Maint Serv	\$813.47
<b>15332 Total</b>										<b><u>\$813.47</u></b>
15333	JAMAR COMPANY	E	05	005	865	000	380	350	Repair & Maint Service	\$64,511.65
<b>15333 Total</b>										<b><u>\$64,511.65</u></b>
15334	KELLER FENCE COMPANY-NORTH INC	E	06	005	870	000	000	311	Prof Tech Services	\$16,950.85
<b>15334 Total</b>										<b><u>\$16,950.85</u></b>
15335	KRAUS-ANDERSON	E	06	005	870	000	000	311	Prof Tech Services	\$84,817.41
<b>15335 Total</b>										<b><u>\$84,817.41</u></b>
15336	KUSH-JEFFERY SHANON	E	04	500	580	046	325	430		\$3.49
15336	KUSH-JEFFERY SHANON	E	01	005	105	048	000	430		\$10.98
<b>15336 Total</b>										<b><u>\$14.47</u></b>
15337	KVATERNIK AMY	E	04	500	560	704	321	401	General Supplies	\$870.52
15337	KVATERNIK AMY	E	01	300	296	704	000	430	Instruct Supplies	\$1,124.50
<b>15337 Total</b>										<b><u>\$1,995.02</u></b>
15338	L & M SUPPLY INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$47.98
15338	L & M SUPPLY INC	E	01	112	810	000	000	420	Repair Supplies	\$15.98
15338	L & M SUPPLY INC	E	01	112	810	000	000	420	Repair Supplies	\$46.98
<b>15338 Total</b>										<b><u>\$110.94</u></b>
15339	LINDE GAS & EQUIPMENT INC	E	03	005	760	000	720	401	General Supplies	\$90.91
15339	LINDE GAS & EQUIPMENT INC	E	03	005	760	000	720	401	General Supplies	\$90.91
15339	LINDE GAS & EQUIPMENT INC	E	03	005	760	000	720	401	General Supplies	\$71.00
<b>15339 Total</b>										<b><u>\$252.82</u></b>
15340	MANAGED METHODS	E	01	005	606	000	000	311	AS PER ATTACHED QUOTE	\$16,848.00
<b>15340 Total</b>										<b><u>\$16,848.00</u></b>
15341	MAVO SYSTEMS INC	E	06	005	870	000	000	311	Prof Tech Services	\$33,510.30
<b>15341 Total</b>										<b><u>\$33,510.30</u></b>

15342	MEI TOTAL ELEVATOR SOLUTIONS	E	01	005	810	000	000	350	Repairs Maint Serv	\$8,339.11
<b>15342 Total</b>										<b><u>\$8,339.11</u></b>
15343	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$40.06
15343	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$96.81
15343	MENARDS	E	01	005	606	000	000	401	General Supplies	\$412.63
15343	MENARDS	E	01	116	810	000	000	410	Custodial Supplies	\$42.65
15343	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$10.62
15343	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$58.95
15343	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$123.59
15343	MENARDS	E	01	005	810	000	000	350	Repairs Maint Serv	\$43.98
15343	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$168.66
15343	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$55.90
<b>15343 Total</b>										<b><u>\$1,053.85</u></b>
15344	MESABI SIGN CO INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$163.20
<b>15344 Total</b>										<b><u>\$163.20</u></b>
15345	MINER'S INC	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$72.31
<b>15345 Total</b>										<b><u>\$72.31</u></b>
15346	MINNEAPOLIS OXYGEN COMPANY	E	01	300	255	000	000	430	Instruct Supplies	\$148.47
<b>15346 Total</b>										<b><u>\$148.47</u></b>
15347	MINNESOTA ENERGY RESOURCES	E	03	005	760	000	720	440	Fuel For Buildings	\$37.25
<b>15347 Total</b>										<b><u>\$37.25</u></b>
15348	MINNESOTA POWER	E	01	300	810	000	000	331	Electricity	\$441.14
<b>15348 Total</b>										<b><u>\$441.14</u></b>
15349	MIN DEPT OF LABOR & INDUSTRY	E	01	300	810	000	000	350	Repairs Maint Serv	\$100.00
<b>15349 Total</b>										<b><u>\$100.00</u></b>
15350	RANGE COOPERATIVE INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$420.59
<b>15350 Total</b>										<b><u>\$420.59</u></b>
15351	RANGE PAPER CORPORATION	E	01	112	810	000	000	410	Custodial Supplies	\$1,515.20
15351	RANGE PAPER CORPORATION	E	01	101	810	000	000	410	Custodial Supplies	\$1,765.61
<b>15351 Total</b>										<b><u>\$3,280.81</u></b>
15352	RJ MECHANICAL INC	E	06	005	870	000	000	311	Prof Tech Services	\$2,745.44
<b>15352 Total</b>										<b><u>\$2,745.44</u></b>
15353	SCHMIDT NOEL	E	01	005	640	000	316	366	Travel	\$6,249.00
<b>15353 Total</b>										<b><u>\$6,249.00</u></b>
15354	SCHOOL SPECIALTY LLC	E	01	112	201	000	000	430	088677 School Smart Modeling Dough, 3-1/3 Pi	\$9.42
<b>15354 Total</b>										<b><u>\$9.42</u></b>
15355	SCS SIGN COMPANY	E	01	300	296	702	000	430		\$229.85
15355	SCS SIGN COMPANY	E	01	300	294	702	000	430		\$229.84
<b>15355 Total</b>										<b><u>\$459.69</u></b>
15356	SERVICE MASTER	E	01	005	810	000	000	350	Repairs Maint Serv	\$19,552.66
<b>15356 Total</b>										<b><u>\$19,552.66</u></b>
15357	SHERWIN WILLIAMS	E	05	300	850	052	302	520	Bldg Improvements	\$132.36
15357	SHERWIN WILLIAMS	E	05	300	850	052	302	520	Bldg Improvements	\$68.51
<b>15357 Total</b>										<b><u>\$200.87</u></b>
15358	SHI	E	01	005	606	000	000	311	AS PER ATTACHED QUOTATION # 25066319	\$5,000.00
<b>15358 Total</b>										<b><u>\$5,000.00</u></b>
15359	SWANSON & YOUNGDALE INC	E	05	005	865	000	380	350	Repair & Maint Service	\$3,840.85
<b>15359 Total</b>										<b><u>\$3,840.85</u></b>
15360	TK ELEVATOR CORPORATION	E	01	117	810	000	000	350	Repairs Maint Serv	\$214.95
<b>15360 Total</b>										<b><u>\$214.95</u></b>
15361	TNT CONSTRUCTION GROUP LLC	E	05	005	865	000	380	350	Repair & Maint Service	\$73,221.25
<b>15361 Total</b>										<b><u>\$73,221.25</u></b>

15362	TWIN PORTS PAPER & SUPPLY INC	E	01	101	810	000	000	410	Custodial Supplies	\$3,865.59
<b>15362 Total</b>										<b><u>\$3,865.59</u></b>
15363	ULINE	E	05	300	850	052	302	520	Bldg Improvements	\$1,205.14
<b>15363 Total</b>										<b><u>\$1,205.14</u></b>
15364	W A FISHER COMPANY	E	01	300	292	000	000	401	General Supplies	\$265.00
<b>15364 Total</b>										<b><u>\$265.00</u></b>
15365	WINTER MARK	E	01	005	107	050	000	366	Travel	\$2,268.71
<b>15365 Total</b>										<b><u>\$2,268.71</u></b>
15366	A CHANCE TO GROW INC	E	01	005	105	005	000	401	General Supplies	\$14,083.39
<b>15366 Total</b>										<b><u>\$14,083.39</u></b>
15367	ARROWHEAD REGIONAL COMPUTING CONSOR	E	01	005	640	000	316	366	Travel	\$560.00
<b>15367 Total</b>										<b><u>\$560.00</u></b>
15368	CONQUER RIGGING LLC	E	06	116	870	000	000	530	Equipment	\$30,000.00
<b>15368 Total</b>										<b><u>\$30,000.00</u></b>
15369	DEED	E	01	300	361	000	428	820	Dues-Memberships-Lic-Fees	\$621.85
<b>15369 Total</b>										<b><u>\$621.85</u></b>
15370	EDUTRAK LLC	E	02	005	770	000	701	311	Prof Tech Services	\$6,167.13
<b>15370 Total</b>										<b><u>\$6,167.13</u></b>
15371	GRANDE ACE HARDWARE	E	01	005	810	000	000	410	Custodial Supplies	\$122.24
15371	GRANDE ACE HARDWARE	E	01	005	810	000	000	410	Custodial Supplies	\$108.54
<b>15371 Total</b>										<b><u>\$230.78</u></b>
15372	INTEREUM	E	06	300	870	000	000	530	Equipment	\$239,913.11
15372	INTEREUM	E	06	300	870	000	000	530	Equipment	\$1,641.59
15372	INTEREUM	E	06	300	870	000	000	530	Equipment	\$33,731.54
<b>15372 Total</b>										<b><u>\$275,286.24</u></b>
15373	MINER'S INC	E	01	005	107	050	000	401	General Supplies	\$31.38
<b>15373 Total</b>										<b><u>\$31.38</u></b>
15374	NASCO	E	01	005	030	000	000	401	General Supplies	\$1,426.32
<b>15374 Total</b>										<b><u>\$1,426.32</u></b>
15375	PERPICH TV & MUSIC INC	E	01	005	105	009	000	401	General Supplies	\$999.99
15375	PERPICH TV & MUSIC INC	E	06	116	870	000	000	555	Technology Equip	\$775.00
<b>15375 Total</b>										<b><u>\$1,774.99</u></b>
15376	SAAFE LLC	E	06	300	870	000	000	530	Equipment	\$182,325.00
<b>15376 Total</b>										<b><u>\$182,325.00</u></b>
15377	SCHERBA INDUSTRIES INC	E	01	005	107	050	000	401	General Supplies	\$13,902.47
<b>15377 Total</b>										<b><u>\$13,902.47</u></b>
15378	SCHMITT MUSIC CENTER	E	01	101	258	000	000	430	Instructional Supply	\$207.00
15378	SCHMITT MUSIC CENTER	E	01	005	030	000	000	460	Textbooks/Workbooks	\$1,306.70
15378	SCHMITT MUSIC CENTER	E	01	300	258	003	000	350	Repairs Maint Serv	\$161.98
15378	SCHMITT MUSIC CENTER	E	01	300	258	003	000	350	Repairs Maint Serv	\$96.00
<b>15378 Total</b>										<b><u>\$1,771.68</u></b>
15379	UNTAMED VISUALS	E	06	300	870	000	000	530	Equipment	\$22,255.00
<b>15379 Total</b>										<b><u>\$22,255.00</u></b>
15380	MN DEPT OF HEALTH	E	02	005	770	000	701	401	General Supplies	\$450.00
<b>15380 Total</b>										<b><u>\$450.00</u></b>
15381	AT & T MOBILITY	E	01	005	690	000	000	320	Comm Telephone	\$73.48
<b>15381 Total</b>										<b><u>\$73.48</u></b>
15382	EDUCATORS BENEFIT CONSULTANTS	E	01	005	110	000	000	311	Prof Tech Services	\$254.70
<b>15382 Total</b>										<b><u>\$254.70</u></b>
15383	KLATT MORGAN	E	04	500	590	000	321	401	Petting Zoo- 1 hour of service	\$100.00
<b>15383 Total</b>										<b><u>\$100.00</u></b>
15384	MESPA	E	01	101	203	000	000	820	Principal Dues for Angie Williams	\$962.00
<b>15384 Total</b>										<b><u>\$962.00</u></b>



TOTAL DISBURSEMENTS & PAYROLL

\$1,978,446.00

Seconded by

that the above resolution be adopted.

Resolution adopted August 26, 2024.

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Clerk

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Chairperson

August 15, 2024

To Whom It May Concern:

I'm writing to express my interest in being considered for the Dean of Students position for the 24-25 school year. I have been teaching mathematics for the last 20 years of my career with 13 of those years spent in the former E-G District and Current Rock Ridge District. I'm interested in this position because I feel like I have so much more to offer to our school community and to our student body.

Forming relationships with students is something that has come naturally over my career. I consider myself a fair, compassionate, and consistent educator. Classroom management is rarely an issue in my classroom because of these relationships. My ability to communicate on the level of our students helps in both de-escalating problems or heading them off before they come to fruition.

As a Dean of Students, my goal is to help with discipline issues that have surfaced over the past school year. I look forward to spending time with kids during their free time, forming relationships with the non-comforming kids and forming relationships with their parents and making sure they are held accountable for their actions.

As a Dean of Students, I also look forward to helping that teacher who may be struggling with behavior in their class. I look forward to spending time in their classrooms and offering support to help out with managing. I feel like my personality will allow me to keep lines of communication open where we can help each other provide the best educational experience for our students.

I look forward to having the opportunity to push and challenge myself in a way that I haven't been able to in my classroom. I also look forward to working with the amazing Administration team we already have in place at Rock Ridge and building on the foundations that have been laid last school year.

Thank you for taking the time to read this letter and review my application. If there is anything you need from me, please don't hesitate to contact me at 218-410-8170 or at [chris.chad@rrps.org](mailto:chris.chad@rrps.org).

Sincerely,

Christopher Chad

**FACILITIES USE AGREEMENT**

**BETWEEN**

**THE CITY OF VIRGINIA**

**OWNER**

**AND**

**INDEPENDENT SCHOOL DISTRICT NO. 2909,**

**ROCK RIDGE PUBLIC SCHOOLS**

**USER**

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## FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between The City of Virginia, Minnesota, a municipal corporation, ("**Owner**") and INDEPENDENT SCHOOL DISTRICT NO. 2909, a Minnesota nonprofit corporation and 501(c) organization recognized by the Internal Revenue Service ("**User**").

### Article 1 DATA SHEET AND DEFINITIONS

Certain terms in this Agreement are as defined below:

A. **Annual Rental Rates**

As per Exhibit B

B. **Commencement Date:** \_\_\_\_\_.

C. **Owner's Mailing Address** for Notices and Address for Rent Payments:

327 1<sup>st</sup> Street South  
Virginia, MN 55792  
Attn: Britt See-Benes, City Administrator

D. **Premises:** Portions of that certain building known as the ~~Miner's Event and Convention Center~~ Iron Trail Motors Event Center Building having a street address of 919 West 6<sup>th</sup> Street South, Virginia, Minnesota 55792 (the "**Building**"). The portions of the building that are utilized by User are limited to the arena, the lobby, and the locker rooms. User's occupancy of the Premises shall not be exclusive. The timing and nature of User's occupancy shall be agreed upon by User's Scheduling Coordinator communicating with Owner's Director of Parks and Recreation.

E. **Term:** ~~One Year~~ Three Year

F. **Renewal Term** ~~One Year~~ Increments ~~None~~.

G. User's Mailing Address for Notices: 411 South 5th Ave  
Virginia, MN 55792

H. **Security Deposit:** None.

I. **Owner's Statutory Authority:** Minnesota Statutes Chapter, 412 and  
City Charter for City of Virginia

J. **Statutory Citation for Governmental Program** Owner operates a governmental program of youth hockey programming in cooperation with User, a nonprofit organization, pursuant to Minnesota Statutes, sections 471.15, 471.16, and 412.221, subd 32. This Agreement is being executed to carry out the Owner's program of youth hockey programming.

**Article 2  
GRANT OF USE**

In consideration of the mutual, dependent covenants and agreements hereinafter set forth, Owner does hereby demise and agree to allow User to use facility and User hereby agrees to usage as prescribed from Owner the Premises for the Term set forth below. This Agreement does not grant the right to operate any concessions on the Premises, which rights are reserved to Owner.

**Article 3  
TERM**

**Commencement Date and Term.** The Term of this Agreement shall begin on the Commencement Date and shall end on March 31, 202~~7~~<sup>5</sup>. Notwithstanding any other term of this Agreement, Owner shall be entitled to immediately terminate this Agreement if: 1) Owner no longer operates hockey programming at the Premises; 2) a change occurs to hockey programming or otherwise that no longer allows Owner to continue to own and operate the Premises for hockey programming; or 3) User fails to comply with the requirements of Article 4(B).

**Article 4  
PERMITTED USE; TAX EXEMPT STATUS; COMPLIANCE WITH LAWS**

A. **Permitted Use.** City allows and permits School District to use and access the portions of the Iron Trail Motors Event Center that are Agreement to User, specifically limited to the following:

- Designated Boys Varsity Locker Room - 6 months
- Designated Boys JV Locker Room - 6 months
- Designated Girls Varsity Locker Room - 6 months
- Designated Girls JV Locker Room - 6 months
- Shared Trainer Room - 6 months
- Two Designated Coaches Office/Locker Rooms - 12 months
- 350 hours of ice/Ice time between October ~~17~~ <sup>16, 2023</sup> to March ~~89, 2023~~ <sup>2024</sup> designated for High School Hockey. Future dDates will coincide with MSHSL Activity Calendars for allthe corresponding years.

B. User's occupancy of the Premises shall not be exclusive and it is understood between the parties that the School District shall be able to regulate access and control over the playing surface and locker room facilities. However, all common areas, lobbies, hallways, and spectator seating areas shall retain their public character and be controlled by City policies, restriction, and regulation including specifically the City's COVID-19 safety plan. The timing and nature of User's occupancy shall be agreed upon by User's

C. **Purpose.** The express purpose of this Agreement is to allow and permit School District the use and access to the aforementioned land, facilities and equipment for purposes of conducting Minnesota State High School League sanctioned interscholastic programs, physical education, recreational, athletic, extracurricular and curricular programs, and such other programs and uses which are within the educational purpose and mission of School District.

D. **Compliance with Laws.** User shall in no event use the Premises or any portion thereof in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

## **Article 5 RENT**

A. **Date Rent Begins.** All Gross Rent shall begin to accrue on the Commencement Date.

B. **Gross Rent Amount.** User hereby covenants and agrees to pay to Owner, for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the Gross Annual Rent for usage of Locker Rooms, Trainer Rooms and Coaches Office as set forth in Article 1A. ~~—~~The Gross Monthly Rent for Arena Ice Rental shall be paid monthly in an amount as set forth in Article 1A. ~~—~~ ~~is~~ to be paid in U.S. dollars, ~~in advance, without notice or by~~ invoice from Owner, on the eighth day of each and every calendar month during the Term hereof, commencing upon the Commencement Date and ending upon the expiration date of this Agreement.

C. **When Payments Are Due.** All payments of Gross ~~Annual~~ Rent Amount shall be paid or mailed to Owner's mailing address found in Article 1C or to such other payee or address as Owner may designate in writing to User. This Agreement shall be construed as though the covenants herein between Owner and User are independent, and not dependent. Every installment of Gross ~~Annual~~ Rent shall be payable without notice or demand, and without setoff or deduction except as expressly set forth herein. If any Rent is unpaid more than 15 days after it is due, Owner may charge User a late fee of 5% of the overdue amount (unless such a fee is not permitted by law), plus interest on the unpaid amount from the due date until paid, at 6% per year.

## **Article 6 TAXES**

The Premises is exempt from real estate taxes.

## **Article 7 REPAIRS AND MAINTENANCE**

A. **User's Maintenance.** User shall clean and remove all garbage from the players boxes after all hockey games and practices sponsored by User or involving members or participants in User's organization. User shall also repair and/or pay for all repairs to the Premises necessitated by actions of User, its members, its participants, or its invitees.

B. **Owner Maintenance.** All other repairs and maintenance of the Premises shall be the responsibility of Owner.

## **Article 8 ENVIRONMENTAL MATTERS**

A. **Definition.** As used herein, the term "**Hazardous Substances**" means, without limitation, any substance that is biologically or chemically active or any hazardous, toxic, or dangerous waste or substance, or any substance known to cause cancer or reproductive toxicity or mold (including lead-based paint, asbestos or petroleum derivative substances), or material defined as such in (or for purposes of) (i) any state, federal or local environmental laws, interpretive letters, regulations, decrees or ordinances, (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (iii) the Resource Conservation and Recovery Act, as amended (iv) any of the so-called state or local "**Super Fund**", "**Super Lien**" or "**Cleanup Lien**" laws or (v) any other federal, state or local statute, law, ordinance, code, rule, interpretive letter, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes with respect to any of the foregoing.

B. **User's Obligations.** User covenants and warrants that it shall not cause the release of Hazardous Substances in, on, from or under the Premises. User shall comply with all applicable laws, rules, regulations, ordinances with regard to such storage, use and handling of any Hazardous Substances.

C. **Indemnity.** If User in any way breaches the obligations stated in this Article 8, User shall indemnify, defend, protect and hold harmless Owner from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, liabilities, losses or expenses which arise during or after the Term as a result of User's breach of such obligations.

## **Article 9 ALTERATIONS**

User shall not make any alterations to the Premises.

## **Article 10 FIXTURES AND PERSONAL PROPERTY**

All of User's equipment, furniture, and moveable trade fixtures, (collectively "**User's Property**") shall remain User's property. User may remove User's Property at any time within 5 days after expiration of the Term, provided that User repairs any damage to the Premises occasioned by removal.

## **Article 11 SIGNAGE**

User may not install any signage on the Premises.

**Article 12**  
**LIENS**

A. **Discharge of Liens.** User shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic or laborer of User or material supplied by a vendor to User which might be, or become, a lien or encumbrance or charge upon the Premises. If any such lien, notice of lien, encumbrance or charge is created or filed against the Premises, User, within 5 days after notice of the filing thereof, shall cause the same to be terminated and discharged of record.

**Article 13**  
**SERVICES**

A. **Owner Provides Utilities.** Owner shall not be liable to User in damages or otherwise if any utilities or services are interrupted or terminated because of repairs, installations, or improvements undertaken by a third party (not at Owner's request), or any other cause beyond the Owner's reasonable control; provided however, Owner shall use best efforts to assist User to cause such utilities or services to be reestablished as soon as possible

B. **Snow Removal and Lawn Maintenance.** Owner shall be solely responsible for and shall promptly pay all charges for reasonably required snow removal and lawn maintenance at the Premises.

**Article 14**  
**INSURANCE**

A. **Owner's Insurance.** Commencing on the Commencement Date and continuing throughout the Term, Owner shall carry and maintain insurance as required by the laws of the State of Minnesota.

B. **User's Insurance.** User agrees to carry (i) personal property insurance covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage for the full replacement value of all of User's Property located on or within the Premises, and (ii) Commercial General Liability Insurance on the Premises during the Term hereof for the benefit of Owner and User, with a limit of not less than the limits set forth in Minn. Stat. § 466.04, as amended from time to time. User's insurance shall be issued by an insurance company of nationally recognized standing and authorized to do business in the State of Minnesota. User's insurance policies (other than any policy of workmen's compensation insurance) will name Owner as an additional insured. Certificates of insurance policies and, upon Owner's request, copies of such insurance policies (together with copies of the endorsements naming Owner as an additional insured) will be delivered to Owner prior to the Commencement Date and at any date the prior policy expires. User shall endeavor to provide Owner with 30 days prior written notice of any termination or amendment to User's insurance. All public liability, property damage, and general liability policies maintained by User shall be written as primary policies, not contributing with and not supplemental to coverage that Owner may carry. User may maintain the required liability and property insurance in the form of a blanket or umbrella policy covering other locations of User in addition to the Premises; provided, however, that User

shall provide Owner with a certificate of insurance for such coverages specifically naming the location of the Premises and naming Owner as required in this Article, and the limits of which coverages applicable to the Premises are to be in the amounts set forth in this Article. It is understood and agreed that Lessee's Insurance coverage only applies to persons registered with USA hockey and/or Minnesota hockey. Lessor's Insurance coverage will apply when Lessee's coverage does not.

#### **Article 15 INDEMNIFICATION**

A. **Indemnification.** User hereby indemnifies and holds Owner, Owner's officers, agents, employees, successors and assigns harmless from and against any and all claims, demands, liabilities, and expenses, including attorneys' fees and litigation expenses, arising from the negligent or willful acts or omissions of User or its agents, employees, members, participants, or contractors occurring on the Premises, except to the extent caused by Owner's negligence or willful misconduct. In the event any action or proceeding shall be brought against Owner by reason of any such claim, User shall defend the same at User's expense by counsel reasonably approved by Owner.

#### **Article 16 ASSIGNMENT AND SUBLETTING**

A. **User Assignment.** User may not assign its interest in this Agreement or any estate or interest herein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

B. **Owner Assignment.** No assignment or other transfer of the Agreement by Owner shall be binding on User unless the assignee or transferee shall assume and agree to be bound by the terms of the Agreement. Owner shall provide User with prior notice of any such assignment or transfer of the Agreement.

#### **Article 17 RULES AND REGULATIONS**

User agrees that all of its members, coaches, participants, and invitees will strictly adhere to the rules and regulations attached to this Agreement as **Exhibit A**. Any violation of any of these rules and regulations shall constitute a default and breach of this Agreement under Article 19 A. (ii).

#### **Article 18 ACCESS TO PREMISES**

Such User's use of the Premises is not exclusive. Owner shall have access to the Premises at all times, without any notice to User. Owner shall not, however, unreasonably interfere with any use of the Premises by User allowed under this Agreement.

**Article 19**  
**DEFAULTS BY USER**

A. **Definition of Defaults.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by User:

(i) Any failure by User to pay Rent or make any other payment required to be made by User hereunder within 10 days after receipt of written notice from Owner that such payment is due.

(ii) A failure by User to observe and perform any other provision of this Agreement to be observed or performed by the User, where such failure continues for 30 days after written notice thereof by Owner to User.

(iii) The making by User of any general assignment for the benefit of creditors, the filing by or against User of a voluntary or involuntary petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against User, the same is dismissed within 60 days) the appointment of a trustee or receiver to take possession of the Premises or all of User's property located therein that is not restored to User within 60 days, or the attachment, execution or other judicial seizure that is not discharged within 60 days.

B. **Owner's Remedies.** In the event of any such default by User, Owner shall be entitled to exercise any one or more of the following remedies, as its sole and exclusive remedies:

(i) Terminate this Agreement by giving written notice of termination to User, in which event User shall immediately surrender the Premises to Owner. If User fails to so surrender the Premises, then Owner may, without prejudice to any other remedy it has for possession of the Premises and without prejudice to Owner's rights to any arrearage in Rent, payment of future Rent or other damages, re-enter and take possession of the Premises and expel or remove User and any other person occupying the Premises or any part thereof, in accordance with applicable law without being liable for prosecution or any claim of damages therefor, and User agrees to pay to Owner on demand the amount of all accrued financial liabilities of User hereunder through the date of surrender of the Premises only, plus all costs and expenses of Owner including reasonable attorneys' fees incurred in obtaining possession of the Premises; or

(ii) Without terminating the Agreement, Owner may re-enter and take possession of the Premises and expel or remove User and any other person occupying the Premises in accordance with applicable law without liability for prosecution of any claim or damages therefor. If Owner so re-enters and takes possession of the Premises as set forth above, Owner may relet the Premises at such rates and for such uses as Owner, in its sole discretion may determine, and receive the rent therefor; and User agrees to pay to Owner on demand any deficiency that may arise by reason of such reletting. No reletting by Owner is considered to be for Owner's own account unless Owner has notified User in writing that this Agreement has been terminated; or

(iii) Enter upon the Premises by process of law without being liable for prosecution or any claim for damages therefor, and do whatever User is obligated to do under the

terms of this Agreement, and User agrees to reimburse Owner on demand for any reasonable expenses which Owner may incur in effecting compliance with User's obligations under this Agreement; or

(iv) Restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of User herein contained without the necessity of proving inadequacy of any legal remedy or irreparable harm.

No termination of this Agreement and no repossession of the Premises shall relieve User of its liabilities and obligations under this Agreement that exist as of the date of the termination, all of which shall survive any such termination or repossession. In the event of any repossession of the Premises, whether or not the Premises shall have been relet, User shall pay to Owner the Rent and other sums and charges to be paid by User up to the time of such repossession, and thereafter, until the end of what would have been the Term in the absence of such repossession, User shall pay to Owner, as and for liquidated and agreed current damages for User's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Agreement by User if the Premises had not been repossessed or if the Premises had not been relet, as the case may be, less the net proceeds, if any, of any reletting effected pursuant to the provisions of subparagraph (ii) above after deducting from said proceeds all of Owner's reasonable expenses in connection with such reletting, including, without limitation, all reasonable and customary repossession costs, brokerage and management commissions, operating expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. User shall pay such current damages to Owner monthly on the days on which the Rent would have been payable under this Agreement if this Agreement were still in effect, and Owner shall be entitled to recover the same from User on each such day.

## **Article 20 DEFAULTS BY OWNER**

A. Should Owner default in the performance of any of the covenants on the part of Owner to be kept or performed and such default shall continue for 30 days after receipt of written notice from User stating the nature and extent of the default, or should any warranty or representation made by Owner be untrue and remain untrue 30 days after receipt of written notice from User specifying such untruth, User shall, at its option, in addition to any other remedy available at law or in equity, have the rights and remedies hereinafter set forth.

User shall, upon written notice, have the right to terminate this Agreement, and User shall thereafter be released from all further obligations or liabilities under this Agreement.

## **Article 21 DAMAGE TO PREMISES**

If at any time from and after the Commencement Date and continuing during the Term, the Premises is damaged or destroyed by fire or other casualty, Owner shall within 45 days from the date of said damage or destruction notify and inform User as to the amount of time required to restore the Premises to the condition existing prior to said damage or destruction (the "**Restoration Period**"). Within 20 days after receipt of said notice of the Restoration Period, User shall either:

(i) elect to terminate this Agreement, in which event the parties shall be released from all further obligations and liability hereunder; or (ii) elect to continue this Agreement and have Owner restore the Premises within the time period identified in the Restoration Period. In the event the repair or rebuilding of the Premises has not been completed within the Restoration Period, User may terminate this Agreement and the parties shall be released from all further obligations and liability hereunder. During any period that the damage or destruction is such as to render the use of the Premises impractical or impossible, as determined by User in its reasonable discretion, the Rent and other charges payable by User under this Agreement shall abate.

**Article 22**  
**EMINENT DOMAIN**

If any portion of or interest in the Premises shall be permanently or temporarily taken under any right of eminent domain or any transfer in lieu thereof, and such taking renders the Premises unsuitable, in the reasonable judgment of User, for User's use thereof, or in the reasonable judgment of User impairs the conduct of User's business in the Premises, User may terminate this Agreement by delivering notice to Owner within 30 days after such taking deprives User of possession of any portion of the Premises or of any other rights of User under this Agreement. Nothing contained herein shall prevent Owner and User from prosecuting claims in any condemnation proceedings for the values of their respective interests in the Premises and User shall have the exclusive right to claim any proceeds for the taking of User's trade fixtures, equipment or personal property and for relocation expenses. Owner acknowledges and agrees that any remediation of Hazardous Substances that interferes with User's use of the Premises shall be deemed to be a taking for purposes of this Article.

**Article 23**  
**NOTICES**

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by any national overnight delivery service to each other party or by fax or email (with receipt confirmation and delivery of hard copy by one of the other methods of delivery specified in this Article 23) to the addresses shown in Article 1, or at such other address requested in writing by either party upon 10 days notice to the other party.

**Article 24**  
**COVENANT OF QUIET ENJOYMENT**

Owner represents and warrants that Owner is seized in fee simple title to the Premises, free, clear and unencumbered except as otherwise disclosed herein. Owner covenants that so long as User fulfills the conditions and covenants required of it to be performed, User will have non-exclusive peaceful and quiet possession of the Premises.

**Article 25**  
**HOLDING OVER**

If User remains in possession of the Premises or any part thereof after any termination or expiration of this Agreement, such holdover shall be treated as an automatic renewal of this Agreement for a month to month tenancy, subject to all the terms and conditions provided herein; except that User covenants to pay to Owner as Gross Monthly Rent during such tenancy 110% of the Gross Monthly Rent in effect immediately before expiration of the Term, in addition to all other Rent and other charges due hereunder. The provisions of this subparagraph shall survive the expiration or sooner termination of this Agreement.

**Article 26**  
**ESTOPPEL**

Within 10 days after a request therefor, User will execute, acknowledge and deliver an instrument, attaching a true and exact copy of this Agreement, stating, if the same is true, that (i) there are no amendments hereof (or stating what amendments there may be), (ii) that the Agreement is then in full force and effect, (iii) to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of User to be performed, (iv) that as of such date no default has been declared hereunder by either party or if a default has been declared, the nature of such default, and (v) such other information regarding this Agreement as reasonably requested.

**Article 27**  
**REPRESENTATIONS AND WARRANTIES**

**A. Representations and Warranties.**

(i) Litigation. Owner represents and warrants that Owner has received no notice of any claims, causes of action or other litigation or proceeding pending or, to the best of Owner's knowledge, threatened with respect to the ownership, operation or environmental condition of the Premises or any part thereof.

(ii) Zoning. Owner represents and warrants that the Premises is currently zoned to allow the use of the Premises for User's intended use.

(iii) Authority. Owner represents and warrants that Owner has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Owner pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individual signing this Agreement and all other documents executed pursuant hereto on behalf of Owner is duly authorized. This Agreement and all documents to be executed pursuant hereto by Owner are binding upon and enforceable against Owner in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Owner or the Premises is subject or by which Owner or the Premises is bound.

(iv) Utility Systems. All utility systems, up to and including connections to the Premises, including without limitation the plumbing, electrical, gas, water, sewer, heating, venting and air conditioning and mechanical systems, shall be upon the Commencement Date, and shall remain throughout the Term, in good condition and working order.

## **Article 28 ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Agreement and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. Owner and User acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Agreement has been fully executed by both Owner and User.

## **Article 29 MISCELLANEOUS**

A. **Governing Law**. This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Minnesota.

B. **Survival**. The representations, warranties and indemnities contained in this Agreement shall survive the termination or expiration of this Agreement.

C. **Interpretation**. The parties hereto agree that it is their intention hereby to create only the relationship of Owner and User, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

D. **Severability**. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

E. **Successors and Assigns**. Except as provided in Article 16, all covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

F. **Amendment, Modification, and No Waiver**. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

G. **Counterparts.** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. This Agreement may be signed and delivered by email and said emailed pages shall constitute originally executed and delivered documents.

H. **Enforcement; Attorneys Fees.** In the event that any party hereto is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the prevailing party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

I. **Commissioner of Minnesota Management and Budget – Required Provisions.**

(i) **Agreement Renewal Not Guaranteed.** Owner may, at its sole option and discretion, allow this Agreement to expire at the end of its original term, and thereafter directly operate hockey programming on the Premises, or contract with some other entity to operate hockey programming on the Premises.

(ii) **Oversight.** User agrees to submit to reasonable oversight by Owner to ensure that User is financially stable and using the Premises to further the development of hockey programming in the City of Virginia. To accomplish this, at a minimum: (1) User's designated representative shall meet weekly with Owner's Parks and Recreation Director to review User's financial condition and current activities; and (2) User shall furnish written reports of its current financial condition and current activities on a monthly basis, which reports shall be considered and reviewed at Owner's monthly Department of Parks and Recreation public meeting.

Remainder of this page is blank

The parties hereto have executed this Agreement on the date set forth in the introductory paragraph hereof.

**USER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**

**THE CITY OF VIRGINIA**

By: \_\_\_\_\_

Name: LARRY CUFFE, JR

Title: MAYOR

By: \_\_\_\_\_

Name: BRITT SEE-BENES

Title: CITY ADMINISTRATOR

## EXHIBIT A

### RULES AND REGULATIONS

1. User shall schedule and provide adult supervision for any and all hockey games or hockey practices involving User's coaches, members, participants, or invitees. User will provide an adult locker room attendant for each locker room that is being used. Adults shall be any person who is at least 21 years of age or older with designated authority to monitor, react, and correct any undesired behaviors by members, participants, or invitees,

2. All adult supervisors provided by User shall make and keep a written log of the names of all participants in any hockey game or hockey practice.

3. Arena will assign locker rooms for use by the User's teams. Changes will only be allowed with previous consent by Arena at least 72 hours in advance. All locker rooms used by User or its invitees shall be regularly kept clean and neat by User.

4. All adult supervisors provided by User shall ensure that all participants in any hockey game or hockey practice wear proper and approved safety equipment, comply with all of these rules, and comply with any rules posted within Iron Trail Motors Event Center.

5. The posted arena ice and locker room schedule is the official schedule and will be followed by the User. Changes will only be allowed with previous consent by Arena at least 72 hours in advance

6. If User obtains liability waivers from participants or their legal guardians, User agrees to provide copies of same to Owner upon request.

7. User shall keep a current written log with the names and addresses of all persons given keys to the Iron Trail Motors Event Center, which log shall be provided to Owner upon request.

8. No skate changing is allowed in the lobby area of Iron Trail Motors Event Center. All skate changes must be made in the locker rooms or in the aisles adjacent to the rink.

9. User will provide a requested game schedule to the arena no later than ~~November~~May 1st of each year for scheduling purposes. Any changes to the Users requested game schedule will be communicated to the arena promptly. Arena reserves the right to deny schedule changes if not given notice of 72 hours.

10. User will provide a requested practice schedule to the arena two weeks in advance for scheduling purposes. Any changes to the Users requested practice schedule will be communicated to the arena promptly. Arena reserves the right to deny schedule changes if not given notice of 72 hours.

**EXHIBIT B**  
**ANNUAL RENTAL RATES**

<b>2024/25 Season</b>			
<b>Ice Rental Rate</b>			
	Hourly Rate		
Commitment of 350 Hours	\$ 144.00		
Commitment of 375 Hours (All Home Games except 3 & Practices)	\$ 132.00		
Full Commitment (All Home Games & Practices)	\$ 120.00		
<b>Hockey Support Rooms</b>			
Room	Months	Rate	Annual Amount
Dedicated Boys Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys Coaches Office	12	\$ 360.00	\$ 4,320.00
Dedicated Girls Coaches Office	12	\$ 360.00	\$ 4,320.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00
<b>2025/26 Season</b>			
<b>Ice Rental Rate</b>			
	Hourly Rate		
Commitment of 350 Hours	\$ 148.32		
Commitment of 375 Hours (All Home Games except 3 & Practices)	\$ 135.96		
Full Commitment (All Home Games & Practices)	\$ 123.60		
<b>Hockey Support Rooms</b>			
Room	Months	Rate	Annual Amount
Dedicated Boys Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys Coaches Office	12	\$ 360.00	\$ 4,320.00
Dedicated Girls Coaches Office	12	\$ 360.00	\$ 4,320.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00
<b>2026/27 Season</b>			
<b>Ice Rental Rate</b>			
	Hourly Rate		
Commitment of 350 Hours	\$ 152.77		
Commitment of 375 Hours (All Home Games except 3 & Practices)	\$ 140.04		
Full Commitment (All Home Games & Practices)	\$ 127.31		
<b>Hockey Support Rooms</b>			
Room	Months	Rate	Annual Amount
Dedicated Boys Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys Coaches Office	12	\$ 360.00	\$ 4,320.00
Dedicated Girls Coaches Office	12	\$ 360.00	\$ 4,320.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00

2022/23 School Year			
Hourly Ice Rate	Hours		Total
\$ 115.00	350		\$ 40,250.00
Room	Months	Rate	
Dedicated Boys Varsity Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Boys JV Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Girls Varsity Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Girls JV Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Boys Coaches Office	12	\$ 350.00	\$ 4,200.00
Dedicated Girls Coaches Office	12	\$ 350.00	\$ 4,200.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00
Annual Total			\$ 72,650.00

# Child and Adult Care Food Program Contract for Vended Meals

An Institution that participates in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) must meet CACFP requirements for meals that will be claimed for CACFP reimbursements, as specified in this contract. The food service vendor shall operate in accordance with current Program regulations 7 CFR 226; including the [meal pattern](#) and nutrition requirements by age group of children in care [7 CFR 226.20](#). The sponsoring organization or site that enters into the contract will be referred to as the *Institution*. The supplier who enters into the contract with the Institution will be referred to as the *Vendor*.

This template must be used for CACFP vended meal contracts, without change or removal of any provisions except for inserting required information.

## I. Purpose and Authority

This contract, between the Institution participating in CACFP: Arrowhead Economic Opportunity Agency

Cyber-Linked Interactive Child Nutrition System (CLiCS) ID Number: 1000003768

and Vendor: ISD # 2909 INAC Rock Ridge

authorizes that Vendor will provide meals to the Institution in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226,

for the period of 9/3/2024 through 5/31/2025. Use Program Year, October 1 – September 30.

Vendor will provide the meals to the CACFP site listed below or if more than one site, to the sites listed on the last page in “Table 1 Delivery Schedule.” The number of meals by meal type to be delivered to each site location must also be indicated in the contract. Indicate time that meal will be delivered or picked up by the site. *Note that increases and decreases in the number of meal orders may be made by the site, as needed, within a time period prior to the meal service mutually agreed upon in the contract referenced in Section IV of this contract.*

## II. Meals

A. Vendor will provide the following delivery schedule and meal types:

Site Name & Site Address	CLiCS Site ID	Days of the Week	Meals Delivered & # of Meals Delivered	Time(s) of Delivery
Parkview Virginia Eveleth HRA Virginia HRA	9000015754	M-TH	<input checked="" type="checkbox"/> Breakfast #: <u>80</u>	Cafeteria Pickup Pickup
	1000005708	M-TH	<input checked="" type="checkbox"/> Lunch #: <u>100</u>	
	1000001143	M-TH	<input type="checkbox"/> Supper #: _____	
			<input type="checkbox"/> Snacks #: _____	
			<input type="checkbox"/> Extra Milk #: _____	

B. If delivering to more than one site fill in “[Table 1 Delivery Schedule](#)” which is the last page of the contract.

- C. Vendor will provide meals that meet CACFP meal pattern requirements in accordance with [7CFR 226.20](#).
- D. Vendor has attached to this contract the menus that were used in solicitation of this contract. The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the Institution and Vendor;
- E. The Vendor shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract;
- F. Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

CACFP meal pattern requirements are available on the [CACFP Centers Meal Patterns webpage](https://education.mn.gov/MDE/dse/FNS/prog/CACFP/Cen/ops/meal/) (https://education.mn.gov/MDE/dse/FNS/prog/CACFP/Cen/ops/meal/).

- G. Vendor will also provide: (Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.) Vendor will provide:

Condiments, eating utensils, paper items and transportation containers.

Unitized meals

Bulk quantities, accompanied by written instructions on planned portion size and number of portions contained in each bulk container of each food component to meet meal pattern requirements. In addition, Vendor will provide appropriate scoop, spoodle, or ladle equal to the planned portion size for assurance of proper serving size.

If checked, Vendor will serve meals. Vendor will not count the number of meals to be claimed for reimbursement, responsibility for the reimbursable meal count at point of service must be retained by the Institution and cannot be delegated to the Vendor.

Other: \_\_\_\_\_

Note: Per USDA Regulation 7CFR 226.6(i)(11) all breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to childcare centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with §226.20

### III. Substitutions and Modifications for Medical or Special Dietary Needs

- A. Vendor will provide meal substitutions for participants with a disability who provide a statement from a licensed physician, physician assistant or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The statement must identify how the disability affects the participant’s diet, the food or foods to be omitted from the participant’s diet, and the food or choice of foods that must be substituted.
- B. The Institution will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified in [Section V](#). Participants with disabilities may not be charged any fees for modifications or substitutions.

## IV. Ordering and Delivering

- A. The Institution will notify Vendor in advance of the number of meals needed. Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for the Institution to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

Parkview will eat in the cafeteria. Head Start staff will pick up meals for HRA Virginia and HRA Eveleth and deliver them to the site. Parkview will do breakfast and lunch through INAC. HRA Virginia and HRA Eveleth will do lunch only through INAC.

- B. Responsibility for transport containers: Indicate whether Vendor or the Institution will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or the Institution to return transport containers. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

HRA Virginia and HRA Eveleth will rinse transport containers and vendor will clean transport containers.

## V. Meal Charges and Billing

- A. The Institution will pay the following charges for meals. Per meal pricing must be fixed and include all fees including delivery, server, etc. built into the per meal cost. Any additional fees outside of the original contract are unallowable, only fixed meal costs, per meal can be adjusted based on the Consumer Price Index for All Urban Consumers (CPI-U). Indicate charge for each meal type with/without milk:

Breakfast	\$ <u>2.60</u>	each	<input checked="" type="checkbox"/>	with milk/	<input type="checkbox"/>	without milk
Snack	\$ _____	each	<input type="checkbox"/>	with milk/	<input type="checkbox"/>	without milk
Lunch	\$ <u>4.00</u>	each	<input checked="" type="checkbox"/>	with milk/	<input type="checkbox"/>	without milk
Supper	\$ _____	each	<input type="checkbox"/>	with milk/	<input type="checkbox"/>	without milk

When applicable, indicate pricing for extra milk, adult meals, or adjustments to meals to accommodate special dietary needs below. If additional information is needed to reference this, include here or attach to this contract. Should there be more than one site, indicate any differences between sites also.

Special accommodations will be made as needed. The Health Manager and Health Educator will work with INAC. +

The Vendor shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.

The Institution will pay Vendor for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section VII and are delivered in accordance with the contract.

- B. Describe when Vendor will bill the Institution (for example weekly or monthly) and when payment is due:  
Vendor will bill monthly. Payment is due upon receipt of the bill.

**Note:** Neither the Minnesota Department of Education (MDE) nor the U.S. Department of Agriculture assumes any liability for payment of meal charges.

## **VI. Recordkeeping and Availability of Records**

- A. Vendor agrees to maintain full and accurate records, which the Institution requires to meet its responsibility for claiming reimbursements through the Child and Adult Care Food Program. Required Food Production records including: 1) daily menu and portion records; 2) daily quantities of food in particular amount of meat/meat alternate prepared, and any mixed item recipes, processed food labels, nutritional and ingredient label information regarding whole grain rich items, and sugar content of yogurt and cereals, by type of meal 3) daily number of meals furnished, by type of meal.
- B. At the end of each month, Vendor will submit copies of the records of menus, food item and production records lists above, and numbers of meals furnished to the Institution. Vendor will also submit copies of food production records to the Institution as specified. Records will be provided at minimum monthly for purposes of verifying meal pattern prior to submitting the monthly claim.
- C. Vendor shall maintain such records (supported by invoices, receipts or other evidence) as the Institution will need to meet its responsibilities under this part and shall promptly submit invoices and delivery reports to the Institution no less frequently than monthly.
- D. Vendor agrees that the books and records of the food service vendor pertaining to the Institution's food service operation shall be available for inspection and audit by representatives of the Institution, the State agency, the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved.
- E. Vendor will cooperate in studies and evaluations conducted by or on behalf of USDA related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.
- F. The State agency may conduct an inspection of the vendor's food preparation facilities. The Vendor and the Institution shall receive a copy of the results of these inspections when corrective action is required. If a Vendor fails to correct violations noted by the State agency during a review, the State agency shall notify the Institution and the Vendor that reimbursement shall not be paid for meals prepared by the Vendor after a date specified in the notification.

## **VII. Health and Sanitation**

- A. Vendor and the Institution agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to Vendor facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities where meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

- C. The Institution will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

## **VIII. Institution Control of Food Service**

The Institution will maintain overall responsibility for administration of the food service, in accordance with CACFP regulations and policies. The Institution will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from the Minnesota Department of Education.
- B. Ensure that the food service operation is in conformance with the Institution's agreement with the Minnesota Department of Education to participate in CACFP.
- C. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- D. Maintain all applicable health certifications for the Institution(s) and ensure that state and local health regulations are being met by Vendor, if Vendor prepares or serves meals at the Institution's facility.
- E. Monitor meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the agreement with the Minnesota Department of Education. Retain signature authority for the annual application and monthly claims by electronically submitting required information to the Minnesota Department of Education.
- G. Prepare contract for vended meals documents.
- H. Review, approve or deny, and if applicable verify CACFP Household Income Statements.

## **IX. Additional Vendor Responsibilities**

Vendor agrees to comply with the following. As applicable, incorporated into this contract by reference.

- A. If contract exceeds \$10,000: Executive Order 11375 of the Equal Employment Opportunity Act, and as supplemented in Department of Labor regulations.
- B. If contract exceeds \$100,000: Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 United States Code (USC) 3701 – 3708) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
- C. If contract exceeds \$150,000: All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251 – 1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

## **X. Nonperformance or Noncompliance**

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay the Institution for any excess costs which the Institution may incur by obtaining meals from another source. The Institution will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, the Institution may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.

Indicate here any additional requirements regarding nonperformance or noncompliance, or any bonding requirements:

## XI. Termination

Either party may terminate this contract for cause by notice in writing as described:

Either party may terminate this contract. A 30 day notice is required.

(The number of days required for notice of termination, which may not exceed 60 days, must be stated.) The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

## XII. Contract Renewals

This contract may be renewed up to four times, **not to exceed a total of five years**, by mutual agreement of the Institution and Vendor. The contract may **not** automatically renew. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The CACFP Renewal of Contract for Vended Meals form, available from MDE, will be used to renew the contract. Prices will be adjusted from the previous year's prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home in the Midwest Region. The change in the index will be measured by the calendar year preceding the contract effective date, unless a different time period is specific here:

## XIII. Summer Food Service Program (Optional)

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if the Institution participates in the SFSP during the original contract term or during any contract renewal.

Vendor will provide the types of SFSP meals indicated below.

- Breakfast
- Lunch
- Snack
- Supper

Vendor will provide SFSP meals that meet the requirements for the following meal patterns:

- Summer Food Service Food Program Meal Pattern (7 CFR 225)
- Child and Adult Care Food Program Meal Pattern for Children Ages 1-2 or 3-5 (7 CFR 226)
- Child and Adult Care Food Program Meal Pattern for Infants (7 CFR 226)
- Schools Only: National School Lunch and Breakfast Meal Patterns (7 CFR 210 and 220)

Check one or both boxes:

Unitized Meals: Vendor will provide unitized meals for SFSP. This box must be checked unless all food will be provided in non-unitized / bulk quantities as described below.

\*Non-Unitized / Bulk: Vendor will provide non-unitized / bulk quantities for SFSP, with instructions on the planned portion size for each food component. MDE approval of the Institution's SFSP application is approval of a waiver from the SFSP requirement to provide unitized meals.

\*By selecting this method, the Institution requests MDE Food and Nutrition Service to waive the unitized meals requirement. Approval of the Institution's SFSP application indicates that the waiver has been granted. Non-unitized/bulk quantities must be accompanied by written instructions from Vendor regarding the planned portion size for each food component.

The Institution will upload [delivery schedule and meal types](#) for SFSP in CLICS and submit to Vendor when available.

Unless indicated below, the Institution will pay for SFSP meals provided by Vendor using the same payment structure used for CACFP meals.

#### **XIV. Vendor Certification Statements**

Check one:

The contract amount is expected to be less than \$100,000.  
The following certifications are attached to this contract: (1) Independent Price Determination Certificate (signed by Vendor and Institution) and (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Vendor). (3) Assurance of Civil Rights Compliance (signed by Vendor).

The contract amount is expected to be \$100,000 or more.  
In addition to the three certifications listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

#### **XV. Additional Provisions at Option of Institution and Vendor**

Describe any additional provisions here, or reference here to additional attached provisions. Additional provisions may not conflict with other contract provisions or materially change the required provisions of the contract and are subject to review by MDE.

HRA Virginia classroom will be in Parkview temporarily until the HRA classroom is done being remodeled. The class will eat breakfast and lunch in the cafeteria. When they move into their new classroom, they will be lunch only through INAC.

## Signatures

### *Institution*

Name: Arrowhead Economic Opportunity Agency

Authorized Representative (print name): Scott Zahorik

Title: AEOA Executive Director Email scott.zahorik@aeoa.org Phone 218-748-7331

Signature \_\_\_\_\_ Date: \_\_\_\_\_

### *Vendor*

Name: ISD # 2909 INAC Rock Ridge

Address: 411 5th Ave, Virginia, MN 55792

Authorized Representative (print name): Dr. Noel Schmidt

Title: Superintendent

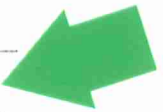
Signature \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Contact (print name): Tonja Cunningham

Title: Food Svc Director Email tonja.cunningham@isd701.org Phone 218-208-0854

Address: 2100 12th Ave E Hibbing, MN 55746

Location where meals are produced if different: 506 9th Ave W Virginia, MN 55792



## Independent Price Determination Certificate

Both the Vendor (Offeror) and the Institution shall execute this Independent Price Determination Certificate.

INAC ISD # 2909 Rock Ridge

AEOA

Name of Vendor

Name of Institution

By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offeror certifies that:

1. He/she/they is the person in Offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to 1 through 3 above; or
2. He/she/they is not the person in Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1 through 3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1 through 3 above.

**To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**In accepting this offer, the Institution certifies that no representative of the Institution has taken any action that may have jeopardized the independence of the offer referred above.**

\_\_\_\_\_  
Signature Institution  
Authorized Representative

Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Mesa



## Instructions for Certification Regarding Debarment Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the Excluded Parties List System (EPLS) at: <https://sam.gov/content/home>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions.

(Read instructions on previous page before completing Certification.)

- 1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: ISD # 2909 INAC Rock Ridge

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: Dr. Noel Schmidt, Superintendent

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Assurance of Civil Rights Compliance

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and Institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the vendor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the vendor.

Vendor Name: ISD # 2909 INAC Rock Ridge

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: Dr. Noel Schmidt, Superintendent

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: ISD # 2909 INAC Rock Ridge

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: Dr Noel Schmidt, Superintendent

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

