

**Human Resources / Finance Committee - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 19, 2021

VIA VIDEO CONFERENCE

Google Meet

Duluth, MN 55802

6:30 PM

<b>1. <u>Guest Presentations for this Meeting</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
<b>B. Business Services</b>	
<b>1) Finance</b>	
a. Finance Education: School Finance at the Legislature	
<b>2) Facilities</b>	<b>3</b>
<b>3) Enrollment</b>	<b>6</b>
<b>4) Child Nutrition</b>	<b>8</b>
<b>5) Transportation</b>	<b>9</b>
<b>3. <u>Consent Agenda</u></b>	
<b>A. HR Staffing Report</b>	<b>10</b>
<b>B. Finances</b>	
1) Financial Report	15
2) Payment of Claims	
a. Vendor Payments	24
b. Student Activity Expenditures	32
3) Budget Revisions	34
4) Investment Transactions	36
5) Fundraisers - None	
<b>C. Bids, RFPs, and Quotes - None</b>	
<b>D. Contracts, Change Orders and Leases</b>	
1) Microsoft Corporation Contract - It is recommended that the School Board approve this three year agreement with Microsoft in the amount of \$200,522.10. This licensing agreement covers desktop Windows 10 and server access.	37
<b>E. Resolutions</b>	
1) HR-1-21-3792 - Approval of Education Minnesota Duluth Integration Specialist (ISPEC) ST. Paul, Minnesota Collective Bargaining Agreement, Effective Dates: 7/1/20-06/30/21	54
2) HR-1-21-3793 - Approval of Food Service Employees Collective Bargaining Agreement, Effective Dates: 7/1/20 - 6/30/21	73
3) B-1-21-3786 - Acceptance of Donations to Duluth Public Schools	102
4) B-1-21-3787 - Release and Pledge of Collateral	104
5) B-1-21-3788 - 2021 Legislative Platform	105

6) B-1-21-3789 - Scheduling a Public Hearing on the Plan to Sell Historic Old Central High School and the Alternatives for Programs and Staff Located Therein	108
7) B-1-21-3790 - Authorizing the Issuance of Taxable Full-Term Refunding Certificates of Participation, Series 2021A	110
8) B-1-21-3791 - Authorizing the Issuance of Refunding Certificates of Participation, Series 2021B	113
9) PLACEHOLDER Resolution	
<b>4. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Expenditure Contracts	115
B. No Cost Contracts	161
C. Revenue Contracts	164
D. Grant Applications	195
E. Change Orders Signed - None	
F. Referrals to Policy Committee	
1) 250 - School Board Member Compensation Bylaw - Referred to February Monthly Committee of the Whole meeting	

# Facilities Management & Capital Project Status Report December 2020

## **Facilities Management – Maintenance and Operations - General**

- COVID-19 cleaning / disinfection protocols continue to be followed to keep our school sites safe for all occupants.
- Criteria and functions needed for elementary school in person learning are being discussed to ensure all needed tasks can be accomplished to keep all occupants COVID safe.
- In the past month, the Facilities maintenance crews have completed 336 work orders and are currently working on 292 open work orders.
- Snow removal and sanding efforts to keep all safe on district property are ongoing.
- Efforts continue to keep Operations personnel illness/absences backfilled in a safe manner..

## **Capital Construction**

- The Congdon Park LTFM Window Replacement project is being prepared to bid.
- PSS track remediation efforts are under discussion with district legal representation.
- The OEMS LTFM door replacement project is being designed/specified and prepared to bid.
- The EHS LTFM small roof replacement project is being prepared to bid.

## **Building Operations**

- Operations crews have been working to ensure social distancing is occurring within our department at all sites, while maintaining needed efficiencies. Providing the important service of Covid cleaning areas affected by positive Covid-19 cases in school buildings has become more common, and our operations staff has stepped up again and again to ensure the safety of our buildings. By constantly cleaning and disinfecting touch points throughout all sites, our staff has been instrumental in providing clean and safe environments for all building users.

## **Health, Safety & Environmental Management**

- Hazardous materials removed from Garfield warehouse
- Second Safety Committee meeting and second Labor Management Safety Committee meeting of 20-21 year held
- Section 2 of the Emergency Response Crisis Management manual was reviewed and updated. Beginning on Section 4
- A Workplace Accident and Injury Reduction (AWAIR) program drafted, waiting to verify need for approval
- Reviewing and updating or creating programs on confined space, fire prevention, and electrical safety.
- Workers' Compensation Activities

### **December 2020**

- First report of incidents: 6
- OSHA recordable incidents: 2 (DOES NOT YET INCLUDE OSHA RECORDABLE COVID INCIDENTS)

### **2020 YTD Incidents (starting in January)**

- First report of incidents: 75
- OSHA recordable incidents: 13
- Days away from work: 83
- Days of restricted work: 351



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)

January 7, 2021

John Magas  
Superintendent of Schools

David J. Spooner, C.P.E.  
Manger of Facilities

Cathy Erickson  
CFO/Executive Director of Business Services

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

RE: Marketing Update  
800 E Central Entrance "Central High School Property"  
"Hartley Lots"

**800 E. Central Entrance "Central High School Property"**

- Negotiations to work towards acceptable development agreement underway.
- Networking with developers and brokers is ongoing.
- Continued activity and inquiries.

**215 N 1<sup>st</sup> Ave E "Historic Old Central High School"**

- Under Contract



**230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)**

### **Website Advertising**

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

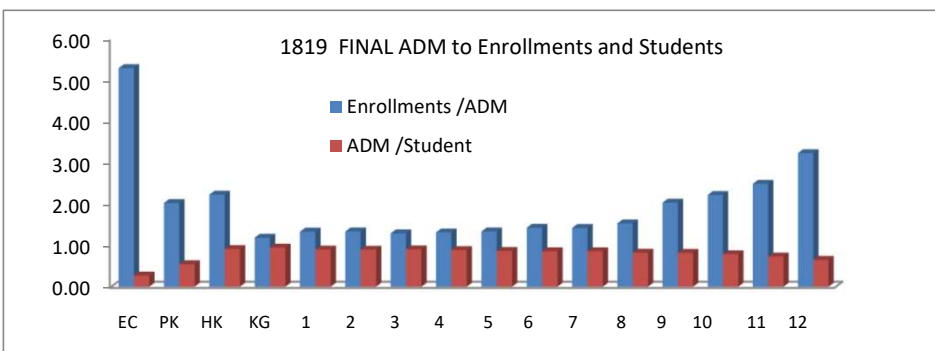
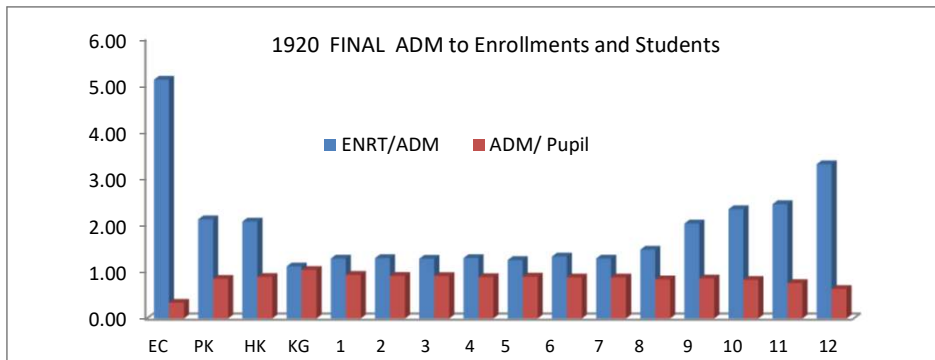
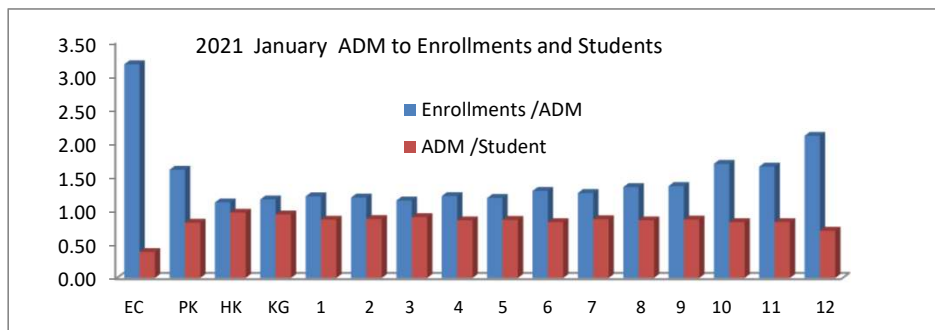
Respectfully,

Greg Follmer  
Broker

**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
January 2021**

Grade	of	Student	Enrollments	ADM	Budgeted ADM	/ADM	ADM /Student
EC	304	248	216	95.73	102.00	3.18	0.39
PK	74	56	69	46.01	47.00	1.61	0.82
HK	97	89	82	84.45	72.00	1.12	0.97
KG	602	547	516	512.51	535.00	1.17	0.94
1	704	670	584	581.23	649.00	1.21	0.87
2	678	648	571	568.29	622.00	1.19	0.88
3	696	668	608	605.11	625.00	1.15	0.90
4	620	595	522	511.47	557.00	1.22	0.86
5	631	616	544	533.02	574.00	1.19	0.86
6	696	649	551.55	540.42	597.00	1.29	0.83
7	716	649	582.55	565.96	607.00	1.26	0.87
8	742	642	564.9	548.81	585.00	1.35	0.86
9	932	787	713.9	680.54	725.00	1.37	0.87
10	1083	770	667.6	636.40	665.00	1.70	0.83
11	1109	807	701	668.24	668.00	1.66	0.83
12	1345	908	665.9	634.78	550.00	2.11	0.70
<b>Total:</b>	<b>11029</b>	<b>9349</b>	<b>8159.4</b>	<b>7812.95</b>	<b>8180.00</b>	<b>1.41</b>	<b>0.84</b>

+proj-budg> -367.05

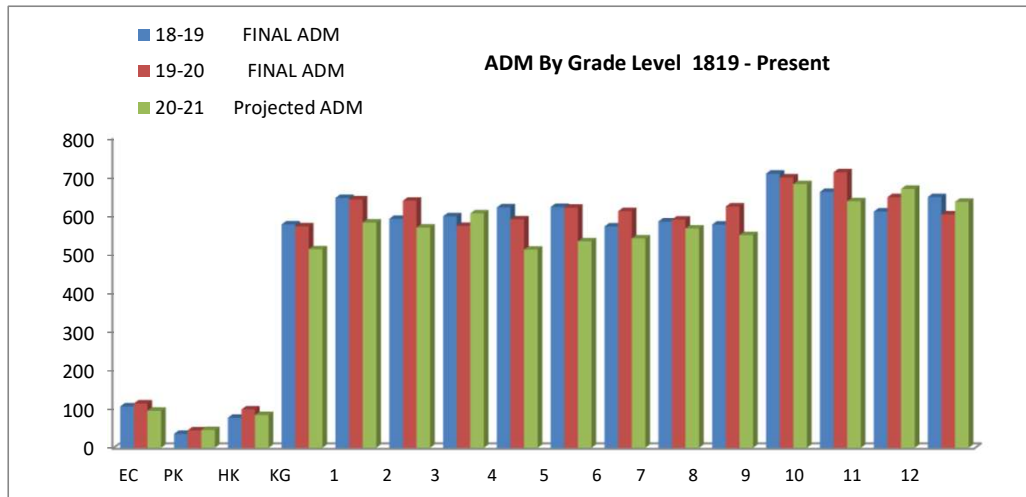


**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
January 2021**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	304	248	216	95.73	102.00	3.18	0.39
PK	74	56	69	46.01	47.00	1.61	0.82
HK	97	89	82	84.45	72.00	1.12	0.97
KG	602	547	516	512.51	535.00	1.17	0.94
1	704	670	584	581.23	649.00	1.21	0.87
2	678	648	571	568.29	622.00	1.19	0.88
3	696	668	608	605.11	625.00	1.15	0.90
4	620	595	522	511.47	557.00	1.22	0.86
5	631	616	544	533.02	574.00	1.19	0.86
6	696	649	551.55	540.42	597.00	1.29	0.83
7	716	649	582.55	565.96	607.00	1.26	0.87
8	742	642	564.9	548.81	585.00	1.35	0.86
9	932	787	713.9	680.54	725.00	1.37	0.87
10	1083	770	667.6	636.40	665.00	1.70	0.83
11	1109	807	701	668.24	668.00	1.66	0.83
12	1345	908	665.9	634.78	550.00	2.11	0.70
<b>Total:</b>	<b>11029</b>	<b>9349</b>	<b>8159.4</b>	<b>7812.95</b>	<b>8180.00</b>	<b>1.41</b>	<b>0.84</b>

+proj-budg> **-367.05**

GRADE	18-19 FINAL ADM	19-20 FINAL ADM	20-21 Projected ADM	Add'l Adjustments
EC	106.79	114.46	95.73	
PK	35.96	45.12	46.01	
HK	77.53	98.98	84.45	
KG	576.74	571.48	512.51	
1	644.98	641.06	581.23	
2	591.03	637.68	568.29	
3	597.55	572.54	605.11	
4	620.48	589.52	511.47	
5	621.52	619.65	533.02	
6	571.29	610.70	540.42	
7	584.07	589.04	565.96	
8	576.28	622.87	548.81	
9	707.65	697.70	680.54	
10	660.55	711.16	636.40	
11	609.9	646.82	668.24	
12	647.15	602.23	634.78	
<b>Total:</b>	<b>8229.47</b>	<b>8371.01</b>	<b>7812.95</b>	



## **Child Nutrition Report December 2020**

The Child Nutrition staff has been working tirelessly since last March on bagged breakfasts and bagged lunches for students as well as in school child care meals.

During the month of December:

Meals picked up at school sites/bus hubs by students/parents/guardians

- 21,080 bagged breakfasts
- 21,080 bagged lunches

The child care students were served:

- 1,945 hot breakfasts
- 2,859 hot lunches during December

December total meals (hot and bagged): 46,964

The USDA extended the waiver for the Summer Meals Program through June 2021, which allows the Child Nutrition Department to serve meals at no charge to all children under the age of 18.

The deadline for Free & Reduced applications to maximize the impact for Comp Ed revenue was extended to January 4, 2021 due to the pandemic. An additional 84 applications were processed from Dec 15 through Dec 31.

The USDA & MDE Food and Nutrition Service School Nutrition Resource Management Review was completed and submitted. This detailed financial audit/review is part of the comprehensive School Meals Review that was to be conducted during the 20-21 school year. Due to the pandemic, the financial portion of the review was conducted virtually. The on-site review will take place when it is safe for the Federal and State reviewers to be out in the school cafeterias with Child Nutrition staff and students.

New food service equipment was delivered: Warmer/Proofer, rolling racks and carts to be used in meal preparation and service.

Continued training for the Cafeteria Managers on the new Healthy E menu software. The Healthy E menu software is USDA approved for Meal Programs. The program includes a menu planning tool, production record module, and nutrient menu analysis. This program helps ensure that all USDA, MDE meal regulations are met through menu planning and record keeping. Our Cafeteria Managers are excited to utilize this computer program, which makes the daily required documentation of food records, more efficient.

Menu planning, bus hub revision, school site meal pickup, and Child Nutrition staffing are being discussed so that the Child Nutrition Department is prepared for elementary students to return to school on January 25. Contingency plans for a Covid outbreak in a kitchen are also being discussed.

## **Transportation Report January 2021**

The ISD #709 Transportation Department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

School District transportation services include to-and-from-school routes, special education routes and accommodations, extra-curricular, sports, and field trips, along with other program or district specific transportation needs.

Last spring the COVID-19 pandemic created both challenges and opportunities in the Transportation Department. While in emergency distance learning, regular school bus routes were not needed, but the District was able to support students and families by creating meal pick up hubs throughout the city and then adding curriculum packet pick up and drop locations. Transportation staff were also able to provide facilities support in our buildings by helping with COVID cleaning.

This fall, during hybrid learning, we had elementary to and from routes along with some limited meal pick up hubs. Once a targeted services plan was created for secondary students, a new hub route was created to bring students to the secondary buildings. Transportation staff are still able to support our facilities with cleaning in our buildings.

Continuing and upcoming projects in transportation include:

- Finalizing an upgrade and conversion from analog radios to digital radios in our District bus fleet and school buildings, with funding provided by the St. Louis County CARES Grant.
- Allowing our transportation and student software to “speak” to each other in order to create efficiencies communication, documentation, and route creation.
- Monitoring and updating our bus fleet to keep within adequate “average miles”.
  - Average fleet age 7 years
  - Average Mileage is 75,391 (goal is 50,000 – 60,000)
- Maintenance work includes repair and replacement of parts on several buses to maintain longevity, snow removal with our fleet being outside, and general ongoing routine maintenance checks.

Additional information:

- The District manages over 430 individual routes in all transportation service areas.
- The addition or changes of learning models, along with the updated extra-curricular offerings means more updates and changes to transportation schedules and planning.
- The District also provides transportation services to students attending non-public schools.
- Our drivers disinfect and sanitize our buses after each route to keep within COVID-19 guidelines.

More information will be shared in next month’s report.

**HUMAN RESOURCES ACTION ITEMS FOR 1/19/21****CERT APPOINTMENT**

REED, MARGARET M  
 SPIELBAUER, KARINA I  
 TOTAL: 2

**POSITION**

HOCHS, E-SQUARED-ENRICH/EXT TOSA, MATH & READING, III 7  
 DW, ECSE B-6, III 2

**EFFECTIVE DATES**

11/30/20  
 11/30/20

**CERT CO-CUIRRICULAR**

ADAMCZAK, ANTHONY J  
 AKERVIK, THERESA L  
 ALLEN, MATTHEW R  
 ANDERSON, ELLEN R  
 ANDERSON, KEVIN A  
 ANDERSON, SCOTT B  
 AURAN, AMY N  
 AURAN, AMY N  
 BACHAND, COREY S  
 BALLAVANCE, ADAIR S  
 BALLAVANCE, ADAIR S  
 BEHM, CONNOR L  
 BELLANGER, LAVONNE M  
 BERLINQUETTE, ZOE L  
 BERLINQUETTE, ZOE L  
 BOWKER, MICHELLE L  
 BRAACK, ZACKERY W  
 BREKKEN, JOEL A  
 BREMER, NICHOLAS D  
 BROMAN, NANCY E  
 BROOKS, IVIE M  
 BRUNS, TYLER J  
 BRUNS, TYLER J  
 BRYANT, KELSEY L  
 CHOPP, CLARE A  
 CHRISTENSON, PAUL D  
 CIELUCH, DANIELLE M  
 CLEMENTS, GREGORY L  
 COGGER, BENJAMIN J  
 COLLINS, ANNE M  
 COPAS, JOSEPH P  
 COYLE, SANDRA R  
 COYLE, SANDRA R  
 DALY, SAMANTHA J  
 DAVIDSON, LEVI D  
 DAVIDSON, MAKENZIE A  
 DAVIS, JENNA R  
 DEADRICK, KORY R  
 DECARO, ANTHONY G  
 DEVNEY, MICHAEL R  
 DORMEDY, MEGAN L  
 DUREN, HOLLY R  
 EAST, MATTHEW A  
 ERICKSON, ANDREA R  
 ERICKSON, ANDREA R  
 ERICKSON, KARILYN R  
 ERIE, TROY C  
 ERIE, TROY C  
 EVAVOLD-BOLF, KIMBERLY J  
 FEHRINGER, BRUCE A  
 FISHER, CHRISTY M  
 FORBORT, KEITH A  
 FORBORT, SCOTT W  
 FROEHLINGS DORF, PETER J  
 FROEHLINGS DORF, PETER J  
 FULLER-KASK, BONNIE R  
 GARNETT, WILLIAM E  
 GERIS, RYAN M  
 GOERTZ, NONA L  
 GOMAN, GREG A  
 GOTTSCHALD, MEGAN R  
 GOTTSCHALD, MEGAN R  
 GRAVES, PETER H  
 GREGORY, DUNCAN T  
 GREGORY, DUNCAN T  
 GRIMSBY, JONATHAN C  
 GRIMSBY, JONATHAN C  
 GUILLOU, MARISSA A

**POSITION**

.6 BASKETBALL HS ASST COA G9 BOY, EAST, 20/21, \$1,734.60  
 CHOIR DIRECTOR ELEM SCH/MYERS-WILKINS, 20/21, \$697.00  
 BOYS FOOTBALL HS ASST COACH G9, DENFELD, 20/21, \$2,745.00  
 .5 SKI NORDIC HS ASST COA BOY-GRL, DENFELD, 20/21, \$1,286.50  
 .5 TECHNOLOGY ES ADVISOR/HOMECROFT, 20/21, \$1,379.50  
 SOCCER HS HD COACH BOYS, DENFELD, 20/21, \$4,005.00  
 TRACK HS ASST COACH GR 9 BOYS-GRL, DENFELD, 20/21, \$2,389.00  
 .3 HOCKEY HS ASST COACH GIRLS, EAST, 20/21, \$1,108.80  
 SOCCER HS HD COACH BOYS, EAST, 20/21, \$4,005.00  
 BASKETBALL HS HD COACH GIRLS, DENFELD, 20/21, \$5,673.00  
 SENIOR HS ADVISOR, DENFELD, 20/21, \$1,214.00  
 TRACK HS HD COACH GIRLS, DENFELD, 20/21, \$4,683.00  
 SPLIT CLASSROOM/LOWELL, 20/21, \$6,161.46  
 .1 SOCCER HS HD COACH GIRLS, DENFELD, 20/21, \$400.50  
 .23 SOCCER HS ASST COACH GIRLS, DENFELD, 20/21, \$604.90  
 READING CORPS/MYERS-WILKINS, 20/21, \$1,500.00  
 .15 SOCCER HS ASST COACH BOYS, DENFELD, 20/21, \$394.50  
 .5 FOOTBALL HS ASST COACH BOYS, EAST, 20/21, \$1,848.00  
 .5 SOCCER HS ASST COACH BOYS, EAST, 20/21, \$1,315.00  
 MATH CORPS/MYERS-WILKINS, 20/21, \$1,500.00  
 .57 SOCCER HS ASST COACH GIRLS, DENFELD, 20/21, \$1,499.10  
 .16 INTRAMURALS HS COACH, DENFELD, 20/21, \$578.08  
 .155 INTRAMURALS HS COACH, DENFELD, 20/21, \$560.02  
 CLUB ADVISOR ELEM SCH/LESTER, 20/21, \$630.00  
 ORCHESTRA DIRECTOR HS, DENFELD, 20/21, \$1,378.00  
 VOCAL DIRECTOR HS, DENFELD, 20/21, \$1,461.00  
 .5 BASKETBALL HS ASST COA G9 GIRL, EAST, 20/21, \$1,445.50  
 TRACK HS ASST COACH BOY-GRL, DENFELD, 20/21, \$3,062.00  
 TRACK HS ASST COACH BOY-GRL, DENFELD, 20/21, \$3,062.00  
 READING CORPS/CONGDON, 20/21, \$1,500.00  
 .5 BASEBALL HS ASST COACH BOYS, EAST, 20/21, \$1,447.50  
 .5 TECHNOLOGY ES ADVISOR/LAKEWOOD, 20/21, \$1,379.50  
 CLUB ADVISOR ELEM SCH/LAKEWOOD, 20/21, \$630.00  
 .35 TECHNOLOGY HS ADVISOR, EAST, 20/21, \$1,408.75  
 FOOTBALL HS ASST COACH BOYS, EAST, 20/21, \$3,696.00  
 CHEER HS HD ADVISOR, EAST, 20/21, \$3,483.00  
 DANCE HS HD COACH GIRLS, DENFELD, 20/21, \$4,577.00  
 BASKETBALL HS ASST COA G9 BOY, DENFELD, 20/21, \$2,891.00  
 .25 BASEBALL HS ASST COACH BOYS, DENFELD, 20/21, \$723.75  
 .71 BASKETBALL HS HD COACH BOYS, DENFELD, 20/21, \$4,027.83  
 TRACK HS ASST COACH BOY-GRL, DENFELD, 20/21, \$3,062.00  
 .92 VOLLEYBALL HS ASST COA G9 GIRL, EAST, 20/21, \$2,209.84  
 .5 SOCCER HS ASST COACH BOYS, DENFELD, 20/21, \$1,315.00  
 .17 VOLLEYBALL HS HD COACH GIRLS, EAST, 20/21, \$820.08  
 .4 VOLLEYBALL HS ASST COACH GIRLS, EAST, 20/21, \$1,214.80  
 .4 HOCKEY HS ASST COACH GIRLS, EAST, 20/21, \$1,478.40  
 SPLIT CLASSROOM/LOWELL, 20/21, \$269.23  
 SCHOOL PATROL ES ADVISOR/LOWELL, 20/21, \$854.00  
 .5 TECHNOLOGY ES ADVISOR/LAKEWOOD, 20/21, \$1,379.50  
 ROBOTICS HS HD COACH BOY-GRL, DENFELD, 20/21, \$3,839.00  
 MATH HS ADVISOR, EAST, 20/21, \$2,135.00  
 SCHOOL PATROL ES ADVISOR/HOMECROFT, 20/21, \$854.00  
 TRACK HS ASST COACH BOY-GRL, DENFELD, 20/21, \$3,062.00  
 .7 ONE ACT PLAY HS ADVISOR, EAST, 20/21, \$425.60  
 SPEECH HS ASST ADVISOR, EAST, 20/21, \$1,347.00  
 SKI NORDIC HS HD COACH BOY-GRL, EAST, 20/21, \$3,862.00  
 ACADEMIC CLUB HS ADVISOR, EAST, 20/21, \$1,032.00  
 .41 HOCKEY HS ASST COACH BOYS, DENFELD, 20/21, \$1,515.36  
 .2 SKI NORDIC HS ASST COA BOY-GRL, EAST, 20/21, \$514.60  
 TRACK HS HD COACH BOYS, DENFELD, 20/21, \$4,683.00  
 READING CORPS, HOMECROFT, 20/21, \$1,500.00  
 TRUE NORTH AMERICORPS, HOMECROFT, 20/21, \$1,500.00  
 .65 TECHNOLOGY HS ADVISOR, EAST, 20/21, \$2,616.25  
 .29 BASKETBALL HS HD COACH BOYS, DENFELD, 20/21, \$1,645.17  
 .34 BASKETBALL HS ASST COACH BOYS, DENFELD, 20/21, \$1,256.64  
 BAND DIRECTOR HS, EAST, 20/21, \$4,229.00  
 JAZZ BAND DIRECTOR HS, EAST, 20/21, \$1,461.00  
 LACROSSE HS HD COACH GIRLS, EAST, 20/21, \$3,755.00

**CERT CO-CUIRRICULAR**

GUNDERSON, ANDREW C  
HANSEN, EMILY C  
HANSON, NATHAN W  
HARRIS, JOAQUIM A  
HARVIEUX, PATRICIA A  
HAUGEN, ZACHERY D  
HAUTAJARVI, MEGAN M  
HENDRICKS, ANDREA E  
HENDRICKS, LEXIE J  
HERMAN, MARK L  
HEROLD, DEAN J  
HIETALA, JOSEPH M  
HIETALA, LUKE R  
HILL, KRISTA R  
HILL, KRISTA R  
HOLST, LINSY T  
HUGHES, KRISTEN K  
HUGHES, KRISTEN K  
HUMPHREYS, CHAD N  
HUMPHREYS, LISA R  
HUUSKO, BROOK E  
JAGO, RODNEY D  
JAZDZEWSKI, TIMOTHY J  
JENSEN, NICOLE A  
JENSEN, NICOLE A  
JOHNSON, ERIN C  
JOHNSON, JACOB D  
JOHNSON, SHELBY E  
JOHNSON, SUSAN M  
JONES, GREG L  
JONES, GREG L  
JONES, GREG L  
JOSEPH, DEBRA A  
JUNGMAN, BRIAN A  
KAHN, OVE J  
KALLEVIG, BRYAN T  
KARAKAS, ANISSA L  
KASK, DAVID W  
KATOSKI, KELLY D  
KATOSKI, KELLY D  
KEENAN, SCOTT A  
KIMBER, MEGHAN E  
KINSEY, NATHAN J  
KLAAS, ANTONIO D  
KLAAS, DAVID A  
KNETTEL, CLIFFORD A  
KNETTEL, CLIFFORD A  
KNETTEL, COLLEEN M  
KOSCHAK, ALEXANDER W  
KRUGER, LEE F  
KRUGER, LEE F  
KUSCH, JONATHAN S  
KYES, JAMES L  
LAFLEUR, AMANDA R  
LAFONTAINE, LAURA J  
LAFONTAINE, LAURA J  
LARSON, JAMES B  
LARSON, ROBERT J  
LARSON, ROBERT J  
LEHEW, JULIANNA N  
LEHIGH, JOSHUA D  
LEHIGH, JOSHUA D  
LEPPER, DONALD D  
LEWIS, ED M  
LOFALD, ERIK C  
LOFALD, ERIK C  
LOFALD, JILL E  
LOFALD, JILL E  
LOFSTUEN, KATHLEEN M  
MACIOCE, MARIA J  
MACIOCE, MARIA J  
MACKNER, ALLISA M  
MACOR, JOSEPH M  
MANOPPO, PAUL J  
MAYFIELD, GABRIEL L  
MAYOU, ELIZABETH J

**POSITION**

.8 ROBOTICS HS HD COACH BOY-GRL, DENFELD, 20/21, \$3,071.20  
.2 SOCCER HS ASST COACH GIRLS, DENFELD, 20/21, \$526.00  
.5 SOCCER HS ASST COACH BOYS, EAST, 20/21, \$1,315.00  
.5 FOOTBALL HS ASST COACH BOYS, EAST, 20/21, \$1,848.00  
SKI NORDIC HS ASST COA BOY-GRL, EAST, 20/21, \$2,573.00  
.35 SOCCER HS ASST COACH BOYS, DENFELD, 20/21, \$920.50  
TENNIS HS ASST COACH GIRLS, DENFELD, 20/21, \$2,367.00  
SKI ALPINE HS ASST COA BOY-GRL, EAST, 20/21, \$1,935.00  
.2 SWIM HS HD COACH GIRLS, EAST, 20/21, \$907.40  
.8 SKI NORDIC HS ASST COA BOY-GRL, EAST, 20/21, \$2,058.40  
ACTIVITIES DIRECTOR MID SCH, LINCOLN, 20/21, \$1,178.00  
FOOTBALL HS HD COACH BOYS, EAST, 20/21, \$5,673.00  
FOOTBALL HS ASST COACH G9 BOYS, EAST, 20/21, \$2,745.00  
CR CNTRY HS ASST COACH BOY-GRL, DENFELD, 20/21, \$2,739.00  
JUNIOR HS ADVISOR, DENFELD, 20/21, \$910.00  
.2 HOCKEY HS HD COACH GIRLS, EAST, 20/21, \$1,134.60  
ANNUAL MS ADVISOR, LINCOLN, 20/21, \$1,017.00  
.33 TECHNOLOGY MS ADVISOR, LINCOLN, 20/21, \$1,119.69  
TENNIS HS HD COACH BOYS, EAST, 20/21, \$3,717.00  
.65 TENNIS HS ASST COACH BOYS, EAST, 20/21, \$1,538.55  
VOLLEYBALL HS ASST COACH GIRLS, DENFELD, 20/21, \$3,037.00  
.93 HOCKEY HS HD COACH BOYS, DENFELD, 20/21, \$5,275.89  
.5 FOOTBALL HS ASST COACH BOYS, DENFELD, 20/21, \$1,848.00  
.5 SOFTBALL HS ASST COACH GIRLS, EAST, 20/21, \$1,447.50  
ACADEMIC CLUB MS ADVISOR, LINCOLN, 20/21, \$630.00  
.2 DANCE HS ASST COACH GIRLS, EAST, 20/21, \$579.20  
.41 HOCKEY HS ASST COACH BOYS, DENFELD, 20/21, \$1,515.36  
SWIM HS ASST COACH GIRLS, DENFELD, 20/21, \$301.80  
.1 ROBOTICS HS HD COACH BOY-GRL, DENFELD, 20/21, \$383.90  
.3 ONE ACT PLAY HS ADVISOR, EAST, 20/21, \$182.40  
.4 KNOWLEDGE BOWL HS ADVISOR, EAST, 20/21, \$843.20  
SPEECH HS HD ADVISOR, EAST, 20/21, \$3,840.00  
SPLIT CLASSROOM/LOWELL, 20/21, \$6,730.75  
.16 INTRAMURALS HS COACH, DENFELD, 20/21, \$578.08  
SKI NORDIC HS HD COACH BOY-GRL, DENFELD, 20/21, \$3,862.00  
FOOTBALL HS ASST COACH G9 BOYS, EAST, 20/21, \$2,745.00  
.2 TENNIS HS ASST COACH GIRLS, EAST, 20/21, \$473.40  
SKI NORDIC HS ASST COA BOY-GRL, EAST, 20/21, \$2,573.00  
.2 BASKETBALL HS ASST COACH BOYS, EAST, 20/21, \$739.20  
.4 BASKETBALL HS ASST COA G9 BOY, EAST, 20/21, \$1,156.40  
CR CNTRY HS ASST COACH BOY-GRL, EAST, 20/21, \$2,739.00  
.8 TENNIS HS ASST COACH GIRLS, EAST, 20/21, \$1,893.60  
TRACK HS HD COACH GIRLS, EAST, 20/21, \$4,683.00  
FOOTBALL HS ASST COACH BOYS, DENFELD, 20/21, \$3,696.00  
FOOTBALL HS ASST COACH BOYS, DENFELD, 20/21, \$3,696.00  
.7 SWIM HS HD COACH GIRLS, DENFELD, 20/21, \$3,175.90  
.8 SWIM HS HD COACH BOYS, EAST, 20/21, \$3,629.60  
.5 TECHNOLOGY HS ADVISOR, DENFELD, 20/21, \$2,012.50  
.14 HOCKEY HS ASST COACH BOYS, DENFELD, 20/21, \$517.44  
.35 TENNIS HS ASST COACH BOYS, EAST, 20/21, \$828.45  
TENNIS HS HD COACH GIRLS, EAST, 20/21, \$3,717.00  
.25 BASEBALL HS ASST COACH BOYS, DENFELD, 20/21, \$723.75  
ACADEMIC CLUB HS ADVISOR, EAST, 20/21, \$1,032.00  
CHEER HS ASST ADVISOR, EAST, 20/21, \$2,264.00  
CR CNTRY HS ASST COACH BOY-GRL, EAST, 20/21, \$2,739.00  
TRACK HS ASST COACH BOY-GRL, EAST, 20/21, \$3,062.00  
ORCHESTRA DIRECTOR HS, EAST, 20/21, \$1,378.00  
.04 HOCKEY HS ASST COACH BOYS, DENFELD, 20/21, \$147.84  
.07 HOCKEY HS HD COACH BOYS, DENFELD, 20/21, \$397.11  
CHEER HS HD ADVISOR, DENFELD, 20/21, \$3,483.00  
BAND DIRECTOR HS, DENFELD, 20/21, \$4,229.00  
JAZZ BAND DIRECTOR HS, DENFELD, 20/21, \$1,461.00  
SCHOOL PATROL ES ADVISOR/STOWE, 20/21, \$854.00  
.16 INTRAMURALS HS COACH, DENFELD, 20/21, \$578.08  
ACADEMIC CLUB HS ADVISOR, DENFELD, 20/21, \$1,032.00  
FOOTBALL HS HD COACH BOYS, DENFELD, 20/21, \$5,673.00  
SPEECH HS HD ADVISOR, DENFELD, 20/21, \$3,840.00  
DEBATE HS ASST ADVISOR, DENFELD, 20/21, \$1,775.00  
SCHOOL PATROL ES ADVISOR/CONGDON, 20/21, \$854.00  
ACADEMIC CLUB HS ADVISOR, DENFELD, 20/21, \$1,032.00  
KNOWLEDGE BOWL HS ADVISOR, DENFELD, 20/21, \$2,108.00  
.8 DANCE HS ASST COACH GIRLS, EAST, 20/21, \$2,316.80  
SKI ALPINE HS HD COACH BOY-GRL, EAST, 20/21, \$3,535.00  
.33 TECHNOLOGY MS ADVISOR, LINCOLN, 20/21, \$1,119.69  
.66 BASKETBALL HS ASST COACH BOYS, DENFELD, 20/21, \$2,439.36  
READING CORPS, LAKEWOOD, 20/21, \$1,500.00

**CERT CO-CUIRRICULAR**

MCCLIMEK, BETH A  
MCCLIMEK, BETH A  
MCDONALD, KAILEE J  
MCDONALD, KAYELYN N  
MCDONALD, KAYELYN N  
MCDONALD, RHETT M  
MICHALICEK, KEVIN P  
MIELKE, MARISSA J  
MILLER, CYNTHIA J  
MOSELEY, DAVID C  
MULLER, MAGGIE E  
NISSAN, ANDREW C  
NORDWALL, COLEEN M  
NORDWALL, COLEEN M  
NORMAN, ASHLEY J  
OJANEN, WINONAH E  
OLAVE, NANCY A  
OLSON, JAMES G  
OLSON, KIMBERLY E  
PAULSON, DAMIEN R  
PEARSON, TOM R  
PETERSON, DENNIS J  
PETERSON, ELIZABETH L  
PETERSON, ELIZABETH L  
PETERSON, KIRSTIN N  
PETERSON, KIRSTIN N  
PETERSON, RICHELLE R  
PETERSON, RICHELLE R  
PLESHA, JAMIE L  
PLESHA, STEVEN J  
POLKOWSKI, STEVE J  
RADLOFF, ANTHONY P  
RANDOLPH, MICHAEL D  
REDMAN, SAMANTHA K  
RENNQUIST, JEAN-PAUL F  
ROED, SHAWN S  
ROSENBERG, ANDREA L  
ROTHER, DANIEL J  
ROTHER, DANIEL J  
ROTHER, DESIREE J  
RUDOLPH, VERONICA L  
RUDOLPH, VERONICA L  
SCHILLING, BRIAN C  
SCHILLING, BRIAN C  
SCHREINER, SIDNEY M  
SCHUBITZKE, MARTIN A  
SCHWANTZ, CASSANDRA L  
SCHWANTZ, CASSANDRA L  
SCRIGNOLI, MICHAEL R  
SCRIGNOLI, MICHAEL R  
SHAW, NATHAN S  
SHEARER, JACK D  
SHELDON, REBECCA J  
SILJENDAHL, CHRISTOPHER J  
SIMONS, DONALD G  
SNYDER, JAKE T  
SORENSEN, STUART D  
STASIUK, PETER E  
STEMWEDEL, BRANDON J  
STISH, JORDAN E  
STISH, JORDAN E  
STRESOW, KATIE M  
STROTHER, CIENNA J  
SWANSON, ASIA G  
SWANSON, MICHAEL J  
TERESI, ROBERT A  
THOMPSON, CHELSEA L  
THOMPSON, TRACY A  
TOWNSEND, HEATHER N  
UPTON, JEROME D  
UPTON, JEROME D  
UPTON, JEROME D  
VISINA, TIMOTHY J  
WAECHTER, KEELY M  
WAECHTER, KEELY M

**POSITION**

ACADEMIC CLUB HS ADVISOR, EAST, 20/21, \$1,032.00  
.333 INTRAMURALS HS COACH, EAST, 20/21, \$1,203.13  
BASKETBALL HS ASST COACH GIRLS, EAST, 20/21, \$3,696.00  
TENNIS HS HD COACH BOYS, DENFELD, 20/21, \$3,717.00  
TENNIS HS HD COACH GIRLS, DENFELD, 20/21, \$3,717.00  
BASKETBALL HS HD COACH BOYS, EAST, 20/21, \$5,673.00  
.5 TECHNOLOGY HS ADVISOR, DENFELD, 20/21, \$2,012.50  
.6 VOLLEYBALL HS ASST COACH GIRLS, EAST, 20/21, \$1,822.20  
TECHNOLOGY ES ADVISOR/CONGDON, 20/21, \$2,759.00  
BASKETBALL HS ASST COACH GIRLS, DENFELD, 20/21, \$3,696.00  
.5 INTRAMURALS HS COACH GR 9, EAST, 20/21, \$1,017.50  
.18 INTRAMURALS HS COACH, DENFELD, 20/21, \$650.34  
.5 TECHNOLOGY ES ADVISOR/HOMECROFT, 20/21, \$1,379.50  
CLUB ADVISOR ELEM SCH/HOMECROFT, 20/21, \$630.00  
.5 SOFTBALL HS ASST COACH GIRLS, EAST, 20/21, \$1,447.50  
SPLIT CLASSROOM/LOWELL, 20/21, \$7,000.00  
VOLLEYBALL HS ASST COA G9 GIRL, DENFELD, 20/21, \$2,402.00  
TECHNOLOGY ES ADVISOR/MYERS-WILKINS, 20/21, \$2,759.00  
CLUBS THAT TRAVEL, EAST, 20/21, \$3,281.00  
.8 BASKETBALL HS ASST COACH BOYS, EAST, 20/21, \$2,956.80  
ACTIVITIES DIRECTOR HIGH SCH, DENFELD, 20/21, \$5,883.00  
.75 SOFTBALL HS HD COACH GIRLS, EAST, 20/21, \$3,432.75  
.5 SWIM HS ASST COACH GIRLS, DENFELD, 20/21, \$1,509.00  
.15 SWIM HS HD COACH GIRLS, DENFELD, 20/21, \$680.55  
ANNUAL HS ADVISOR, EAST, 20/21, \$2,884.00  
.4 KNOWLEDGE BOWL HS ADVISOR, EAST, 20/21, \$843.20  
MATH CORPS, STOWE, 20/21, \$1,500.00  
READING CORPS, STOWE, 20/21, \$1,500.00  
.8 HOCKEY HS HD COACH GIRLS, EAST, 20/21, \$4,538.40  
.5 BASEBALL HS ASST COACH BOYS, EAST, 20/21, \$1,447.50  
SOCCER HS HD COACH GIRLS, EAST, 20/21, \$4,005.00  
FOOTBALL HS ASST COACH G9 BOYS, DENFELD, 20/21, \$2,745.00  
HOCKEY HS HD COACH BOYS, EAST, 20/21, \$5,673.00  
.25 SOFTBALL HS HD COACH GIRLS, EAST, 20/21, \$1,144.25  
SCHOOL EVENTS HS STAGE, DENFELD, 20/21, \$2,295.00  
ACTIVITIES DIRECTOR HIGH SCH, EAST, 20/21, \$5,883.00  
SPLIT CLASSROOM/LAKEWOOD, 20/21, \$7,000.00  
ACADEMIC CLUB HS ADVISOR, EAST, 20/21, \$1,032.00  
.333 INTRAMURALS HS COACH, EAST, 20/21, \$1,203.13  
ACADEMIC CLUB HS ADVISOR, EAST, 20/21, \$1,032.00  
.5 BASKETBALL HS ASST COA G9 GIRL, EAST, 20/21, \$1,445.50  
.5 SOCCER HS ASST COACH GIRLS, EAST, 20/21, \$1,315.00  
DEBATE HS HD ADVISOR, DENFELD, 20/21, \$3,324.00  
SPEECH HS ASST ADVISOR, DENFELD, 20/21, \$1,347.00  
LACROSSE HS ASST COACH GIRLS, EAST, 20/21, \$2,553.00  
.5 FOOTBALL HS ASST COACH BOYS, EAST, 20/21, \$1,848.00  
.1 SWIM HS ASST COACH GIRLS, EAST, 20/21, \$301.80  
.1 SWIM HS ASST COACH GIRLS, EAST, 20/21, \$301.80  
CR CNTRY HS HD COACH BOY-GRL, DENFELD, 20/21, \$4,037.00  
GOLF HS HD COACH BOY-GRL, DENFELD, 20/21, \$2,974.00  
ANNUAL HS ADVISOR, DENFELD, 20/21, \$2,942.00  
.5 FOOTBALL HS ASST COACH BOYS, 20/21, \$1,848.00  
SPLIT CLASSROOM/LOWELL, 20/21, \$7,000.00  
BASEBALL HS HD COACH BOYS, EAST, 20/21, \$4,577.00  
CLUBS THAT TRAVEL, EAST, 20/21, \$3,281.00  
.25 BASEBALL HS ASST COACH BOYS, DENFELD, 20/21, \$723.75  
NEWSPAPER HS ADVISOR, EAST, 20/21, \$3,840.00  
VOLLEYBALL HS HD COACH GIRLS, DENFELD, 20/21, \$4,824.00  
.9 SOCCER HS HD COACH GIRLS, DENFELD, 20/21, \$3,604.50  
.15 SWIM HS HD COACH GIRLS, DENFELD, 20/21, \$680.55  
.5 SWIM HS ASST COACH GIRLS, DENFELD, 20/21, \$1,509.00  
SPLIT CLASSROOM/LAKEWOOD, 20/21, \$7,000.00  
TRACK HS ASST COACH GR 9 BOYS, EAST, 20/21, \$2,389.00  
.8 SWIM HS ASST COACH GIRLS, EAST, 20/21, \$2,414.40  
GOLF HS HD COACH BOY-GRL, EAST, 20/21, \$2,974.00  
TRACK HS ASST COACH BOY-GRL, EAST, 20/21, \$3,062.00  
SPLIT CLASSROOM/MYERS-WILKINS, 20/21, \$7,000.00  
.25 TECHNOLOGY ES ADVISOR/LESTER, 20/21, \$689.75  
DANCE HS ASST COACH GIRLS, DENFELD, 20/21, \$2,896.00  
SCHOOL EVENTS HS STAGE, EAST, 20/21, \$2,295.00  
VOCAL DIRECTOR HS, EAST, 20/21, \$1,461.00  
.5 SENIOR HS ADVISOR, EAST, 20/21, \$607.00  
TRACK HS ASST COACH BOY-GRL, EAST, 20/21, \$3,062.00  
ACADEMIC CLUB HS ADVISOR, DENFELD, 20/21, \$1,032.00  
.53 NEWSPAPER HS ADVISOR

**CERT CO-CUIRRICULAR**

WATKINS, MOLLY K  
 WEBERG, NEIL A  
 WELHOUSE, CASSIDY R  
 WELLNITZ, JENNIFER M  
 WENTWORTH, JAMES A  
 WESTHOLM, DANIELLE M  
 WESTHOLM, DANIELLE M  
 WHITE, TIMOTHY F  
 WICKER, DAVID H  
 WICKER, DAVID H  
 WICKLUND, JOSEPH D  
 WIEBER, ALISON M  
 WIEBER, ALISON M  
 WIENS, NIKOLI R  
 WILKINS, TAMMI L  
 WINDT, RICHARD J  
 WITTMERS-GRAVES, ERICA A  
 WITZMAN, ERIC J  
 WOKORIO, DIANA R  
 WOLFF, MADELYN H  
 WOLFF, MADELYN H  
 WOYNO, SOFIA L  
 WUORIO, JOEL R  
 ZENNER, KAITLIN E  
 ZWAK, WILLIAM D  
 TOTAL: 246

**POSITION**

.5 SKI NORDIC HS ASST COA BOY-GRL, DENFELD, 20/21, \$1,286.50  
 TRACK HS ASST COACH BOY-GRL, EAST, 20/21, \$3,062.00  
 .5 SOCCER HS ASST COACH GIRLS, EAST, 20/21, \$1,315.00  
 .16 INTRAMURALS HS COACH, DENFELD, 20/21, \$578.08  
 SCHOOL PATROL ES ADVISOR/LESTER, 20/21, \$854.00  
 .5 INTRAMURALS HS COACH GR 9, EAST, 20/21, \$1,017.50  
 JUNIOR HS ADVISOR, EAST, 20/21, \$910.00  
 MATH HS ADVISOR, DENFELD, 20/21, \$2,135.00  
 CR CNTRY HS HD COACH BOY-GRL, EAST, 20/21, \$4,037.00  
 TRACK HS HD COACH BOYS, EAST, 20/21, \$4,683.00  
 BASEBALL HS HD COACH BOYS, DENFELD, 20/21, \$4,577.00  
 .2 SWIM HS ASST COACH GIRLS, EAST, 20/21, \$603.60  
 .4 SWIM HS ASST COACH GIRLS, EAST, 20/21, \$1,207.20  
 .71 VOLLEYBALL HS HD COACH GIRLS, EAST, 20/21, \$3,425.04  
 .033 TECHNOLOGY MS ADVISOR, LINCOLN, 20/21, \$1,119.69  
 BASKETBALL HS HD COACH GIRLS, EAST, 20/21, \$5,673.00  
 .75 TECHNOLOGY ES ADVISOR/LESTER, 20/21, \$2,069.25  
 .5 FOOTBALL HS ASST COACH BOYS, EAST, 20/21, \$1,848.00  
 .3 HOCKEY HS ASST COACH GIRLS, EAST, 20/21, \$1,108.80  
 .12 VOLLEYBALL HS HD COACH GIRLS, EAST, 20/21, \$578.88  
 .08 VOLLEYBALL HS ASST COA G9 GIRL, EAST, 20/21, \$192.16  
 TECHNOLOGY ES ADVISOR/LOWELL, 20/21, \$2,759.00  
 .25 BASEBALL HS ASST COACH BOYS, DENFELD, 20/21, \$723.75  
 GOLF HS ASST COACH BOY-GRL, EAST, 20/21, \$1,758.00  
 .333 INTRAMURALS HS COACH, EAST, 20/21, \$1,203.13

**CERT LONG TERM SUB**

KENDRICK, ROSSLYN J  
 TOTAL: 1

**POSITION**

.5 MACARTHUR, .5 MYERS-WILKINS, ART SPECIALIST, III 6, \$30.85/HR

**EFFECTIVE DATES**

11/16/20 06/11/21

**CERT TEMP INCREASE**

FEYEN, ANN E  
 HOUGLUM, KATHERINE M  
 LARSON, LISA M  
 PILATE, SCOTT R  
 TRENTOR, DOUGLAS J  
 TOTAL: 5

**POSITION**

DW/SCHOOL PSYCHOLOGIST, 1/6 O.L.  
 DW, SCHOOL PSYCHOLOGIST, 1/6 OL  
 LAURA MACARTHUR/FAMILY ADV & PRE-K, .75 TO .825  
 DW, SCHOOL PSYCHOLOGIST, 1/6TH OL  
 DW, SCHOOL PSYCHOLOGIST, 1/6TH OL

**EFFECTIVE DATES**

11/26/20 6/11/21  
 11/30/20 6/11/21  
 11/16/20 6/11/21  
 11/26/20 6/11/21  
 11/26/20 6/11/21

**NON CERT APPOINTMENTS**

CORNELISON, HAYLIE L  
 KELLEY, BRYCE S  
 KOICHEVAR, ANNA M  
 POHLMANN, STEFANI K  
 RICHARDSON, ELIZABETH M  
 TOTAL: 5

**POSITION**

SCHOOL CUSTODIAN II/ORDEAN EAST, 40/52WKS, \$12.76/HR, J MAIDA  
 SPEC ED PARA/BW/MACARTHUR, 31.25/38WKS, \$16.08/HR, TEMP POS, T SUOMALA  
 SPEC ED PRG PARA/LINCOLN, 32.5/38WKS, \$16.08/HR, TEMP POS, E PETERSON  
 SPEC ED PARA/BW/EAST, 32.5/38WKS, \$16.08/HR, TEMP POS, A MCDONALD  
 SPEC ED PARA/STUD SPEC/MERRITT CREEK, 31.25/38WKS, \$16.08/HR, NEW POS

**EFFECTIVE DATES**

12/28/20  
 12/15/20  
 12/14/20  
 12/8/20  
 11/23/20

**NON CERT LEAVES**

ARNOLD, KELSEY D  
 BEDARD, THERESE M  
 COOPER, JOLYNN M  
 FRONDEN, KAREN A  
 GOAR, AMY L  
 HACK, SHERYL L  
 LY, NAM H  
 SMITH, DENISE L  
 WATCZAK, JAMES F  
 TOTAL: 9

**POSITION**

LPN PARA/HOMECROFT, A PERSONAL LWOP  
 SPEC ED PARAPROFESSIONAL/PIEDMONT, A PERSONAL LWOP  
 SPEC ED PARAPROFESSIONAL/CONGDON, A MEDICAL LWOP  
 ECFE PARAPROFESSIONAL/LESTER PARK, A PERSONAL LWOP DATE TBD  
 ECSE PARAPROFESSIONAL/LAURA MACARTHUR, A MEDICAL LWOP  
 CAFETERIA HELPER/LINCOLN PARK, A PERSONAL LWOP DATE TBD  
 CAFETERIA HELPER/HOMECROFT, A PERSONAL LWOP  
 CAFETERIA HELPER/LINCOLN PARK, A PERSONAL LWOP DATE TBD  
 CAFETERIA HELPER/LOWELL, A PERSONAL LWOP

**EFFECTIVE DATES**

11/30/20 1/20/21  
 12/7/20 1/31/21  
 12/7/20 3/7/20  
 11/30/20  
 11/19/20 1/4/21  
 12/3/20  
 11/30/20 1/8/21  
 11/16/20  
 11/18/21 1/29/21

**NON CERT PROMOTION**

BLACK, JENNIFER L  
 HALLIGAN, MICHAEL G  
 THOMPSON, BENJAMIN P  
 WAINO, KEVIN D  
 TOTAL: 4

**POSITION**

OSSX/HOCHS, OSSS/HOCHS, \$21.08/HR, C MCLEOD  
 UTILITY I/FACILITIES, SCHOOL CUSTODIAN II/DENFELD, \$18.70/HR, D LANE  
 ENGINEER I/LAKEWOOD, MAINTENANCE CUSTODIAN/HOMECROFT, \$22.22/HR, S KOLBERG  
 UTILITY I/FACILITIES, SCHL CUSTODIAN II/LOWELL, \$18.00/HR, J FRIDSMA

**EFFECTIVE DATES**

12/21/20  
 12/14/20  
 11/30/20  
 12/15/20

**NON CERT PRESUMED RESIGNATION**

JOHNSON, JOSEPH L  
 MATHIAS, AMANDA M  
 TOTAL: 2

**POSITION**

CUSTODIAN II/EAST  
 CAFETERIA HELPER/EAST

**EFFECTIVE DATES**

10/30/20  
 11/30/20

**NON CERT RESIGNATION**

ANDERSON, AIMEE M  
BATES, ERIN J  
KORN, EMMA J  
MCKEEVER, ALMA E  
SMITH, STEVEN W  
VALTINSON, NICOLAS E  
TOTAL: 6

**POSITION**

HEALTH LPN PARA/LAURA MACARTHUR  
COMMUNITY EDUCATION COORDINATOR/LINCOLN PARK  
SPED ED LPN PARA/LINCOLN PARK  
SPEC ED LPN PARA  
SPEC ED PARA/LESTER PARK  
SPEC ED PARA/DENFELD

**EFFECTIVE DATES**

12/11/20  
1/1/21  
12/4/20  
11/27/20  
11/27/20  
12/12/20

		General Fund Nov-20			Percent of year	41.67%
		FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy	\$	-	\$ 18,709,995	\$ 18,709,995	\$ 18,709,995	100%
State aids		22,632,126	70,295,234	70,323,810	47,691,684	68%
Special ED (fin 740)		5,723,491	14,856,750	14,856,750	9,133,259	61%
Federal		4,690,253	5,878,574	7,764,926	3,074,673	40%
Other		401,870	-	-	(401,870)	
Other Local		460,006	2,978,214	3,060,987	2,600,981	85%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
<hr/>						
Total Revenue	\$	33,907,746	\$ 114,060,023	\$ 116,057,724	\$ 82,149,978	71%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	1,775,115	\$ 5,546,316	\$ 5,546,316	\$ 3,771,201	68%
105-110 District Support Services		3,676,967	5,854,475	5,858,102	2,181,135	37%
200-298 Elem & Secondary Reg		11,462,208	45,738,940	47,650,241	36,188,033	76%
300-380 Vocational Education		333,273	1,544,477	1,544,477	1,211,204	78%
400-422 Special Education		7,226,390	24,735,656	24,735,655	17,509,265	71%
505-590 Community Education						
605-640 Instructional Support		1,497,532	3,934,727	3,934,727	2,437,195	62%
710-770 Pupil Support		2,470,106	8,968,496	9,051,269	6,581,163	73%
805-865 Sites and Buildings		3,860,690	13,031,439	13,031,439	9,170,749	70%
910-940 Fiscal & Other Fixed		418,346	3,363,554	3,363,554	2,945,208	88%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
<hr/>						
Total Expenditures	\$	32,720,627	\$ 114,059,336	\$ 116,057,036	\$ 83,336,409	72%
<hr/>						
Excess Rev Over (Under)	\$	1,187,119	\$ 687	\$ 688	\$ (1,186,431)	

		Percent of year			41.67%	
		General Fund Unrestricted				
		Nov-20				
		FY21	FY 21 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
<b>Revenues</b>						
Levy	\$	-	\$ 14,961,986	\$ 14,961,986	\$ 14,961,986	100%
State aids		22,374,235	60,363,736	60,363,736	37,989,501	63%
Special ED (fin 740)		5,723,491	14,856,750	14,856,750	9,133,259	61%
Federal		-	-	-	-	
Other		401,870	-	-	(401,870)	
Other Local		270,420	2,173,488	2,173,488	1,903,068	88%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
<hr/>						
Total Revenue	\$	28,770,016	\$ 93,697,216	\$ 93,697,216	\$ 64,927,200	69%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	1,757,809	\$ 5,546,316	\$ 5,546,316	\$ 3,788,507	68%
105-110 District Support Services		2,604,672	5,712,117	5,712,117	3,107,445	54%
200-298 Elem & Secondary Reg		8,552,558	34,704,489	34,704,489	26,151,931	75%
300-380 Vocational Education		333,273	1,353,081	1,353,081	1,019,808	75%
400-422 Special Education		6,297,246	21,696,576	21,696,575	15,399,329	71%
505-590 Community Education						
605-640 Instructional Support		524,116	1,727,665	1,727,665	1,203,549	70%
710-770 Pupil Support		2,003,261	8,342,573	8,342,573	6,339,312	76%
805-865 Sites and Buildings		2,588,043	9,774,643	9,774,643	7,186,600	74%
910-940 Fiscal & Other Fixed		418,346	3,363,554	3,363,554	2,945,208	88%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
<hr/>						
Total Expenditures	\$	25,079,324	\$ 93,562,270	\$ 93,562,269	\$ 68,482,945	73%
<hr/>						
Excess Rev Over (Under)	\$	3,690,692	\$ 134,946	\$ 134,947	\$ (3,555,745)	

		Percent of year			41.67%
		General Fund Restricted			
		Nov-20			
	FY21	FY 21 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ -	\$ 3,748,009	\$ 3,748,009	\$ 3,748,009	100%
State aids	257,891	9,931,498	9,960,074	9,702,183	97%
Special ED (fin 740)	-	-	-	-	
Federal	4,690,253	5,878,574	7,764,926	3,074,673	40%
Other	-	-	-	-	
Other Local	189,586	804,726	887,499	697,913	79%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 5,137,730</b>	<b>\$ 20,362,807</b>	<b>\$ 22,360,508</b>	<b>\$ 17,222,778</b>	<b>77%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 17,306	\$ -	\$ -	\$ (17,306)	
105-110 District Support Services	1,072,295	142,358	145,985	(926,310)	-635%
200-298 Elem & Secondary Reg	2,909,650	11,034,451	12,945,752	10,036,102	78%
300-380 Vocational Education	-	191,396	191,396	191,396	100%
400-422 Special Education	929,144	3,039,080	3,039,080	2,109,936	69%
505-590 Community Education					
605-640 Instructional Support	973,416	2,207,062	2,207,062	1,233,646	56%
710-770 Pupil Support	466,845	625,923	708,696	241,851	
805-865 Sites and Buildings	1,272,647	3,256,796	3,256,796	1,984,149	61%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
<b>Total Expenditures</b>	<b>\$ 7,641,303</b>	<b>\$ 20,497,066</b>	<b>\$ 22,494,767</b>	<b>\$ 14,853,464</b>	<b>66%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (2,503,573)</b>	<b>\$ (134,259)</b>	<b>\$ (134,259)</b>	<b>\$ 2,369,314</b>	

Percent of year **41.67%**

**Food Service Fund  
Nov-20**

	FY21 Actual	FY 21 Budget Adopted	Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	63,415	225,000	225,000	161,585	72%
Special ED (fin 740)	-	-	-	-	
Federal	280,358	2,588,000	2,588,000	2,307,642	89%
Other	8,463	10,000	1,470,000	1,461,537	99%
Other Local	2,250		10,000	7,750	78%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 354,486</b>	<b>\$ 2,823,000</b>	<b>\$ 4,293,000</b>	<b>\$ 3,938,514</b>	<b>92%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	770,534	4,433,337	4,433,337	3,662,803	83%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 770,534</b>	<b>\$ 4,433,337</b>	<b>\$ 4,433,337</b>	<b>\$ 3,662,803</b>	<b>83%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (416,048)</b>	<b>\$ (1,610,337)</b>	<b>\$ (140,337)</b>	<b>\$ 275,711</b>	

Percent of year **41.67%**

**Community Service Fund  
Nov-20**

	FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ 967,904	\$ 989,110	\$ 989,110	100%
State aids	1,184,478	2,554,075	2,487,932	1,303,454	52%
Special ED (fin 740)	-	-	-	-	
Federal	590,572	2,048,958	2,762,107	2,171,535	79%
Other	-	-	-	-	
Other Local	442,291	1,992,063	1,784,050	1,341,759	75%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 2,217,341</b>	<b>\$ 7,563,000</b>	<b>\$ 8,023,199</b>	<b>\$ 5,805,858</b>	<b>72%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	2,052,311	7,789,371	8,410,144	6,357,833	76%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 2,052,311</b>	<b>\$ 7,789,371</b>	<b>\$ 8,410,144</b>	<b>\$ 6,357,833</b>	<b>76%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 165,030</b>	<b>\$ (226,371)</b>	<b>\$ (386,945)</b>	<b>\$ (551,975)</b>	

Percent of year

41.67%

**Capital Projects Fund  
Nov-20**

	FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Excess Rev Over (Under)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

Percent of year

**41.67%**

**Debt Service Fund  
Nov-20**

	FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ 19,608,723	\$ 19,608,723	\$ 19,608,723	100%
State aids	1,892,533	2,188,563	2,188,563	296,030	14%
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	-	1,000	1,000	1,000	100%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 1,892,533</b>	<b>\$ 21,798,286</b>	<b>\$ 21,798,286</b>	<b>\$ 19,905,753</b>	<b>91%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	3,129,755	21,506,300	21,506,300	18,376,545	85%
<b>Total Expenditures</b>	<b>\$ 3,129,755</b>	<b>\$ 21,506,300</b>	<b>\$ 21,506,300</b>	<b>\$ 18,376,545</b>	<b>85%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (1,237,222)</b>	<b>\$ 291,986</b>	<b>\$ 291,986</b>	<b>\$ 1,529,208</b>	

		Trust Fund Nov-20			Percent of year	41.67%
		FY21 Actual	FY 21 Budget Adopted Revised		Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>						
Levy	\$	-	\$	-	\$	-
State aids		-		-		-
Special ED (fin 740)		-		-		-
Federal		-		-		-
Other		-		-		-
Other Local		-	258,575	258,575	258,575	100%
Student Activities		-		-		-
<hr/>						
Total Revenue	\$	-	\$	258,575	\$	258,575
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	-	\$	-	\$	-
105-110 District Support Services		-		-		-
200-298 Elem & Secondary Reg		250,000	250,000	250,000		-
300-380 Vocational Education		-		-		-
400-422 Special Education		-		-		-
505-590 Community Education		-		-		-
605-640 Instructional Support		-		-		-
710-770 Pupil Support		-		-		-
805-865 Sites and Buildings		-		-		-
910-940 Fiscal & Other Fixed		-		-		-
Student Activities		-		-		-
<hr/>						
Total Expenditures	\$	250,000	\$	250,000	\$	250,000
<hr/>						
Excess Rev Over (Under)	\$	(250,000)	\$	8,575	\$	8,575
<hr/>						
	\$		\$	258,575	\$	258,575

Percent of year **41.67%**

**Dental Internal Service Fund  
Nov-20**

	FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	204,305	917,000	917,000	712,695	78%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 204,305</b>	<b>\$ 917,000</b>	<b>\$ 917,000</b>	<b>\$ 712,695</b>	<b>78%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	330,330	917,000	917,000	586,670	64%
<b>Total Expenditures</b>	<b>\$ 330,330</b>	<b>\$ 917,000</b>	<b>\$ 917,000</b>	<b>\$ 586,670</b>	<b>64%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (126,025)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,025</b>	

**ISD 709 ACH & WIRE TRANSFER SUMMARY FOR THE MONTH ENDING 12/31/2020**

<b>Check Date</b>	<b>Wire Trx/CP</b>	<b>Vendor Name</b>	<b>Check Amount</b>
12/1/2020	8000000423	BIO CORPORATION	\$ 1,837.24
12/1/2020	8000000424	INVOLTA LLC	\$ 2,500.00
12/1/2020	8000000425	JAMAR COMPANY	\$ 1,117.48
12/1/2020	8000000426	JOSTENS INC	\$ 2,619.68
12/1/2020	8000000427	JW PEPPER	\$ 39.99
12/1/2020	8000000428	MARS SUPPLY	\$ 1,970.85
12/1/2020	8000000429	NORTHERN BUSINESS PRODUCTS INC	\$ 2,003.96
12/1/2020	8000000430	PER MAR SECURITY SERVICES	\$ 3,791.94
12/1/2020	8000000431	PRAXAIR DISTRIBUTION INC	\$ 975.92
12/1/2020	8000000432	SCHOLASTIC INC TEACHING RESOURCES	\$ 284.62
12/1/2020	8000000433	SCHOOL HEALTH CORP	\$ 13.46
12/1/2020	8000000434	TELIN TRANSPORTATION GROUP LLC	\$ 209.21
12/1/2020	8000000435	TWIN PORTS PAPER AND SUPPLY	\$ 119.83
12/1/2020	8000000436	VIKING ELECTRIC SUPPLY	\$ 129.30
12/7/2020	8000000437	DULUTH NEWS TRIBUNE	\$ 1,616.11
12/7/2020	8000000438	JOHNSON CONTROLS INC	\$ 298.27
12/7/2020	8000000439	MARS SUPPLY	\$ 3,437.50
12/7/2020	8000000440	PRAXAIR DISTRIBUTION INC	\$ 493.82
12/7/2020	8000000441	SCHOOL HEALTH CORP	\$ 898.31
12/7/2020	8000000442	TIERNEY BROTHERS INC	\$ 20,945.00
12/7/2020	8000000443	VALLEY LITHO SUPPLY	\$ 160.57
12/7/2020	8000000444	VIKING ELECTRIC SUPPLY	\$ 139.35
12/11/2020	8000000445	AFSCME MN CNL 5 EFT PARA PRO & FOOD SVC DUES	\$ 9,366.80
12/11/2020	8000000446	CITISTREET FOR MSRS EFT	\$ 5,265.11
12/11/2020	8000000447	DULUTH FEDERATION OF TEA	\$ 34,032.13
12/11/2020	8000000448	EBC - FLEX EFT	\$ 8,897.59
12/11/2020	8000000449	EBC - TSA EFT	\$ 53,254.39
12/11/2020	8000000450	EDUCATION MN CLERICAL EFT	\$ 806.53
12/11/2020	8000000451	FEDERAL 941 PR TAXES	\$ 618,433.81
12/11/2020	8000000452	MG TRUST	\$ 170,980.85
12/11/2020	8000000453	MN CHILD SUPPORT EFT	\$ 247.81
12/11/2020	8000000454	MN DEPT OF REVENUE EFT	\$ 254.39
12/11/2020	8000000455	MN STATE PR TAXES	\$ 103,995.34
12/11/2020	8000000456	PUBLIC EMPLOYEES RETIREMENT EFT	\$ 95,900.33
12/11/2020	8000000457	TEACHERS RETIREMENT ASSOC EFT	\$ 305,324.19
12/14/2020	8000000458	BARNES AND NOBLE BKSTR	\$ 1,915.11
12/14/2020	8000000459	HOUGHTON MIFFLIN HARCOURT	\$ 663.00
12/14/2020	8000000460	JOHNSON CONTROLS INC	\$ 13,656.73
12/14/2020	8000000461	NORTHERN BUSINESS PRODUCTS INC	\$ 643.03
12/14/2020	8000000462	SCHOOL HEALTH CORP	\$ 631.90
12/14/2020	8000000463	SUPERIOR GLASS INC	\$ 632.46
12/14/2020	8000000464	TEXTBOOK WAREHOUSE INC	\$ 142.45
12/14/2020	8000000465	WESTERN PSYCHOLOGICAL SERVICES	\$ 277.20

12/21/2020	8000000466	DRYER PETERSON & KNUTSON, P.C.	\$	5,440.00
12/21/2020	8000000467	DULUTH NEWS TRIBUNE	\$	119.08
12/21/2020	8000000468	FOLLETT SCHOOL SOLUTIONS INC	\$	137.28
12/21/2020	8000000469	JAMAR COMPANY	\$	1,322.25
12/21/2020	8000000470	MICHAUD DIST INC	\$	115.50
12/21/2020	8000000471	NORTHERN BUSINESS PRODUCTS INC	\$	987.11
12/21/2020	8000000472	SCHOOL HEALTH CORP	\$	2,021.95
12/21/2020	8000000473	SCHOOL SPECIALTY INC	\$	1,236.70
12/21/2020	8000000474	TIERNEY BROTHERS INC	\$	79,125.00
12/21/2020	8000000475	TWIN PORTS PAPER AND SUPPLY	\$	5,213.76
12/21/2020	8000000476	VIKING ELECTRIC SUPPLY	\$	29.29
12/24/2020	8000000477	CITISTREET FOR MSRS EFT	\$	40,026.21
12/24/2020	8000000478	DULUTH FEDERATION OF TEA	\$	34,049.16
12/24/2020	8000000479	EBC - FLEX EFT	\$	8,382.18
12/24/2020	8000000480	EBC - TSA EFT	\$	53,035.45
12/24/2020	8000000481	EDUCATION MN CLERICAL EFT	\$	810.66
12/24/2020	8000000482	FEDERAL 941 PR TAXES	\$	580,053.90
12/24/2020	8000000483	MG TRUST	\$	170,083.64
12/24/2020	8000000484	MN CHILD SUPPORT EFT	\$	247.81
12/24/2020	8000000485	MN DEPT OF REVENUE EFT	\$	(254.39)
12/24/2020	8000000486	MN STATE PR TAXES	\$	97,250.85
12/24/2020	8000000487	PUBLIC EMPLOYEES RETIREMENT EFT	\$	94,100.16
12/24/2020	8000000488	TEACHERS RETIREMENT ASSOC EFT	\$	288,114.05
12/24/2020	8000000489	CITISTREET FOR MSRS EFT	\$	5,265.11
12/24/2020	8000000490	EBC - TSA EFT	\$	125.00
12/24/2020	8000000491	FEDERAL 941 PR TAXES	\$	1,574.32
12/24/2020	8000000492	MN STATE PR TAXES	\$	284.10
12/24/2020	8000000493	TEACHERS RETIREMENT ASSOC EFT	\$	798.40
12/29/2020	8000000494	DULUTH NEWS TRIBUNE	\$	364.39
12/29/2020	8000000495	FRYBERGER BUCHANAN SMITH & FREDRICK INC	\$	8,117.87
12/29/2020	8000000496	JOHNSON CONTROLS INC	\$	240.00
12/29/2020	8000000497	NORTHERN BUSINESS PRODUCTS INC	\$	1,383.71
12/29/2020	8000000498	REALLY GOOD STUFF LLC	\$	89.41
12/29/2020	8000000499	SCHMITT MUSIC CENTERS	\$	46.68
12/29/2020	8000000500	SCHOLASTIC INC TEACHING RESOURCES	\$	153.00
12/29/2020	8000000501	SCHOOL HEALTH CORP	\$	2,225.67
12/29/2020	8000000502	TWIN PORTS PAPER AND SUPPLY	\$	1,996.61
12/30/2020	8000000503	DELTA DENTAL PLAN OF MN(EFT)	\$	57,905.96
12/30/2020	8000000504	HARRIS BANK MASTERCARD EFT	\$	34,127.55
12/30/2020	8000000505	MEDICA HEALTH PLAN (EFT)	\$	175,137.60
12/30/2020	8000000506	PEIP - HLTH EFT	\$	1,575,153.68

**Report Total \$ 4,797,560.22**

**ISD 709 VENDOR REPORT FOR THE MONTH ENDING 12/31/2020**

<b>Check Date</b>	<b>Check Number</b>	<b>Vendor Name</b>	<b>Check Amount</b>
12/3/2020	701237	MADISON NATIONAL LIFE INSURANCE CO INC	\$ 3,556.48
12/7/2020	701238	AARP HEALTH CARE OPTIONS	\$ 6,705.68
12/7/2020	701239	ADVANTAGE EMBLEM INC	\$ 2,582.50
12/7/2020	701240	ALLIED TAXI	\$ 127.00
12/7/2020	701241	AMERICAN SPEECH LANGUAGE HEARING ASSN	\$ 225.00
12/7/2020	701242	ARROWHEAD RADIO & SECURITY HUNT ELECT CORP	\$ 14,870.72
12/7/2020	701243	ASSOCIATED TRUST COMPANY	\$ 1,750.00
12/7/2020	701244	AT&T WIRELESS	\$ 47.06
12/7/2020	701245	AUTO VALUE	\$ 70.59
12/7/2020	701246	BJORKLUND COMPENSATION CONSULTING	\$ 145.00
12/7/2020	701247	BROWN JENNIFER	\$ 5,135.00
12/7/2020	701248	CAPTIVATE MEDIA AND CONSULTING	\$ 1,875.00
12/7/2020	701249	CDW GOVERNMENT INC	\$ 5,613.43
12/7/2020	701250	CITY OF RICE LAKE	\$ 503.22
12/7/2020	701251	CLARITY INTERPRETING SERVICES LLC	\$ 750.00
12/7/2020	701252	COSTIN GROUP INC	\$ 3,000.00
12/7/2020	701253	DALCO	\$ 702.00
12/7/2020	701254	DELL COMPUTER	\$ 11,502.06
12/7/2020	701255	DULUTH COMMUNITY SCHOOL COLLABORATIVE	\$ 3,047.47
12/7/2020	701256	FEDERAL EXPRESS CORP	\$ 20.01
12/7/2020	701257	FRIEDMAN FRED T	\$ 80.00
12/7/2020	701258	GRAYBAR ELECTRIC CO	\$ 209.21
12/7/2020	701259	HAILEY SAULT HTK INC	\$ 721.25
12/7/2020	701260	HAWKINS WATER TREATMENT	\$ 950.91
12/7/2020	701261	HEGGERTY LITERACY RESOURCES LLC	\$ 39.99
12/7/2020	701262	HERRIED SARAH	\$ 85.59
12/7/2020	701263	HOME DEPOT PRO THE	\$ 4,824.00
12/7/2020	701264	INFINITE CAMPUS INC	\$ 499.00
12/7/2020	701265	JH LARSON COMPANY	\$ 201.00
12/7/2020	701266	KEMPS LLC	\$ 15,539.32
12/7/2020	701267	LAKEVIEW CHRISTIAN ACADEMY	\$ 1,785.00
12/7/2020	701268	LEAF CAPITAL FUNDING LLC	\$ 1,773.72
12/7/2020	701269	LYNNETTE'S PORTRAIT DESIGN, LLC	\$ 198.00
12/7/2020	701270	MACMILLAN ERRIN	\$ 570.12
12/7/2020	701271	MENARDS HERMANTOWN	\$ 29.79
12/7/2020	701272	MENARDS SPIRIT VALLEY	\$ 4.98
12/7/2020	701273	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$ 124.36
12/7/2020	701274	MIDWAY FORD COMMERCIAL FLEET AND GOV SALES	\$ 50,377.50
12/7/2020	701275	MN ASSN OF ADMIN OF STATE & FED EDUC PROG	\$ 35.00
12/7/2020	701276	MOBILE DEFENDERS LLC	\$ 779.70
12/7/2020	701277	KAYLA PATYK	\$ 80.00
12/7/2020	701278	PENZENIK JULIE	\$ 171.18
12/7/2020	701279	PITNEY BOWES RESERVE ACCOUNT	\$ 15,000.00

12/7/2020	701280	KATHY POVOLNY	\$	75.00
12/7/2020	701281	PRACHAR JENNIFER	\$	864.00
12/7/2020	701282	PROBST VICKI	\$	80.00
12/7/2020	701283	READING AND MATH INC	\$	1,800.00
12/7/2020	701284	REINERTSEN ERIK	\$	301.60
12/7/2020	701285	QUINTEN RIMOLDE	\$	80.00
12/7/2020	701286	SHERWIN WILLIAMS CO. - SUPERIOR	\$	102.76
12/7/2020	701287	SIR BENEDICT'S	\$	54.40
12/7/2020	701288	STAPLES INC	\$	2,743.80
12/8/2020	701288	STAPLES INC	\$	(2,743.80)
12/7/2020	701289	STAPLES TECHNOLOGY SOLUTIONS	\$	342,975.00
12/7/2020	701290	SUPER ONE FOODS 458 KENWOOD	\$	4.98
12/7/2020	701291	SUPER ONE FOODS 565 WEST DUL	\$	39.21
12/7/2020	701292	TWIN PORT MAILING	\$	163.85
12/7/2020	701293	UNITED PARCEL SERVICE UPS	\$	35.58
12/7/2020	701294	UPPER LAKES FOODS INC	\$	49,639.83
12/7/2020	701295	VERIZON WIRELESS	\$	783.72
12/7/2020	701296	VIELE CONTRACTING INC	\$	294.35
12/7/2020	701297	VORT CORPORATION	\$	577.50
12/7/2020	701298	VOYAGER SOPRIS LEARNING	\$	383.90
12/7/2020	701299	WASTE MGMT OF NORTHERN MN DISPOSAL INC	\$	5,180.53
12/7/2020	701300	WESTONE LABORATORIES INC	\$	114.50
12/7/2020	701301	YMCA	\$	50,727.00
12/7/2020	701302	HOME DEPOT PRO THE	\$	559.92
12/8/2020	701303	STAPLES TECHNOLOGY SOLUTIONS	\$	2,743.80
12/11/2020	701304	Dahlke, Drew C	\$	772.41
12/11/2020	701305	Valtinson, Nicolas E	\$	800.40
12/11/2020	701306	Arneson, Brady M	\$	710.73
12/11/2020	701307	Durick Eder, Kelly A	\$	581.80
12/11/2020	701308	Hietala, Luke R	\$	2,016.27
12/11/2020	701309	Jazdzewski, Timothy J	\$	1,528.98
12/11/2020	701310	Sampson, Jon C	\$	258.58
12/11/2020	701311	Taylor, Laura J	\$	47.21
12/11/2020	701312	Watkins, Bruce F	\$	1,303.68
12/11/2020	701313	EDUCATION MINNESOTA	\$	30.94
12/11/2020	701314	EDUC MN INTEGRATION SPECIALISTS LOCAL 7373	\$	215.18
12/11/2020	701315	EXECUTIVE EMPLOYEES ASSN	\$	160.00
12/11/2020	701316	MESSERLI & KRAMER	\$	494.25
12/11/2020	701317	NATL CONF OF FIREMEN AND OILERS 32BJ/SEIU	\$	3,976.43
12/11/2020	701318	NON CERT SUPV EMPLOYEES	\$	210.00
12/11/2020	701319	RIVERVIEW LAW OFFICE PLLC	\$	211.20
12/11/2020	701320	UNITED STATES TREASURY IRS	\$	380.63
12/11/2020	701321	UNITED WAY OF GREATER DULUTH	\$	85.25
12/11/2020	701322	WI SCTF	\$	1,209.26
12/14/2020	701323	AG OBRIEN PLUMBING AND HEATING	\$	911.01
12/14/2020	701324	APPLE COMPUTER INC	\$	899.00
12/14/2020	701325	BEST BUY GOVT & EDUCATION	\$	55.99

12/14/2020	701326	BIMBO BAKERIES USA	\$	753.09
12/14/2020	701327	BLICK ART MATERIALS	\$	82.93
12/14/2020	701328	BLOTTI JOHN	\$	18,654.74
12/14/2020	701329	BROWN JENNIFER	\$	6,760.00
12/14/2020	701330	CARLSON REFRIGERATION	\$	1,399.56
12/14/2020	701331	CDW GOVERNMENT INC	\$	7,834.25
12/14/2020	701332	CENTURYLINK	\$	183.55
12/14/2020	701333	CHARTER COMMUNICATIONS	\$	15,545.00
12/14/2020	701334	CLARITY INTERPRETING SERVICES LLC	\$	1,230.00
12/14/2020	701335	COMO LUBE AND SUPPLIES	\$	130.00
12/14/2020	701336	CREATION STATION	\$	245.00
12/14/2020	701337	DALCO	\$	2,853.09
12/14/2020	701338	DATA RECOGNITION CORP	\$	506.73
12/14/2020	701339	DULUTH ENERGY SYSTEMS FORMERLY DULUTH STEAM	\$	9,635.38
12/14/2020	701340	DULUTH LAWN AND SPORT	\$	657.18
12/14/2020	701341	DULUTH SUPERIOR COMMUNICATIONS	\$	127.90
12/14/2020	701342	DULUTH TIRE	\$	3,753.40
12/14/2020	701343	GRAINGER W W INC	\$	39.75
12/14/2020	701344	GREAT LAKES OFFICE SOLUTIONS INC	\$	1,632.45
12/14/2020	701345	GUARDIAN PEST SOLUTIONS INC	\$	50.00
12/14/2020	701346	AMY HANSEN	\$	400.00
12/14/2020	701347	HAWKINS WATER TREATMENT	\$	55.86
12/14/2020	701348	HUDSON LEANNA	\$	2,432.00
12/14/2020	701349	INSIGHT PUBLIC SECTOR	\$	245.78
12/14/2020	701350	JOHNSTONE SUPPLY	\$	56.83
12/14/2020	701351	LAKE CITY TOWING	\$	200.00
12/14/2020	701352	LEAF CAPITAL FUNDING LLC	\$	368.98
12/14/2020	701353	MARCO TECHNOLOGIES LLC	\$	5,767.00
12/14/2020	701354	McDOWALL COMPANY	\$	659.00
12/14/2020	701355	MENARDS SPIRIT VALLEY	\$	293.15
12/14/2020	701356	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	398.00
12/14/2020	701357	MN ASSN OF ALTERNATIVE PROG	\$	900.00
12/14/2020	701358	MN DEPT OF HUMAN SERVICES SWIFT	\$	1,768.00
12/14/2020	701359	MN DEPT OF LABOR AND INDUSTRY	\$	100.00
12/14/2020	701360	MN POWER AND LIGHT CO	\$	92,244.67
12/14/2020	701361	MOBILE DEFENDERS LLC	\$	2,939.05
12/14/2020	701362	MICHAEL NELSON	\$	49.75
12/14/2020	701363	NEW READERS PRESS DIV OF PROLITERACY	\$	129.98
12/14/2020	701364	NEXTERA COMMUNICATIONS	\$	1,815.13
12/14/2020	701365	OAKIWEAR OUTDOOR LLC	\$	3,675.00
12/14/2020	701366	PAPER 101	\$	10,260.80
12/14/2020	701367	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$	1,198.59
12/14/2020	701368	PRIMEX WIRELESS INC	\$	3,120.00
12/14/2020	701369	REGIONAL CONTRACTING & PAINTING	\$	2,925.00
12/14/2020	701370	LAI XIN STOEWER	\$	400.00
12/14/2020	701371	SUPER ONE FOODS 565 WEST DUL	\$	21.95
12/14/2020	701372	TALX CORPORATION EQUIFAX	\$	1,534.88

12/14/2020	701373	TEACHING STRATEGIES INC	\$	4,010.00
12/14/2020	701374	TUNED IN WITH CINDY	\$	747.00
12/14/2020	701375	TWIN PORT MAILING	\$	259.84
12/14/2020	701376	US BANK CORP TRUST SRVS	\$	900.00
12/14/2020	701377	VOYAGEUR BUS CO CONTRACT PAYMENT	\$	175,858.25
12/14/2020	701378	WESTERN LAKE SUPERIOR SANITARY DISTRICT	\$	140.00
12/21/2020	701379	4 ALARM, LLC	\$	2,095.50
12/21/2020	701380	ALTONEN JODI	\$	154.56
12/21/2020	701381	APPLE COMPUTER INC	\$	999.00
12/21/2020	701382	ARAUJO LISA	\$	175.95
12/21/2020	701383	AT&T WIRELESS	\$	11,183.27
12/21/2020	701384	AUNTY'S CHILDCARE	\$	684.00
12/21/2020	701385	BRYN BAERTLEIN	\$	220.80
12/21/2020	701386	Nanette Banicki	\$	474.30
12/21/2020	701387	BARCODES PLUS INC	\$	2,204.33
12/21/2020	701388	BATTERIES PLUS 34	\$	63.90
12/21/2020	701389	Anna M Bergeland	\$	176.64
12/21/2020	701390	BRUNETTE SUSAN	\$	63.75
12/21/2020	701391	CAPTIVATE MEDIA AND CONSULTING	\$	1,875.00
12/21/2020	701392	CARLSON REFRIGERATION	\$	1,084.28
12/21/2020	701393	CDATA SOFTWARE INC	\$	199.00
12/21/2020	701394	CDW GOVERNMENT INC	\$	286,317.90
12/21/2020	701395	CITY OF DULUTH FINANCE DEPT	\$	1,232.73
12/21/2020	701396	COMFORTSYSTEMS DULUTH PUBLIC UTILITIES	\$	55,375.63
12/21/2020	701397	CYR ERIC	\$	176.44
12/21/2020	701398	DAKOTA TRUCK UNDERWRITERS	\$	47,527.00
12/21/2020	701399	DALCO	\$	9,122.32
12/21/2020	701400	DEMCO	\$	153.36
12/21/2020	701401	DULUTH SUPERIOR COMMUNICATIONS	\$	1,772.50
12/21/2020	701402	DYNAMITE HILL FARMS	\$	600.00
12/21/2020	701403	EDU BUSINESS SOLUTIONS	\$	1,395.00
12/21/2020	701404	FENLASON DEBBIE	\$	320.00
12/21/2020	701405	GARLAND DBS INC	\$	98,261.13
12/21/2020	701406	BEVERLY GODFREY	\$	119.19
12/21/2020	701407	GRAINGER W W INC	\$	30.73
12/21/2020	701408	GREAT LAKES OFFICE SOLUTIONS INC	\$	50.00
12/21/2020	701409	GREEN LIGHTS RECYCLING INC	\$	1,215.59
12/21/2020	701410	HAILEY SAULT HTK INC	\$	458.75
12/21/2020	701411	HOFFMAN MARY J	\$	220.80
12/21/2020	701412	HOLIDAY STATIONSTORES INC	\$	4,883.69
12/21/2020	701413	Teresa Ierino	\$	220.80
12/21/2020	701414	DEBORAH JACKSON	\$	68.00
12/21/2020	701415	JOHNSTONE SUPPLY	\$	25.50
12/21/2020	701416	KILSDONK LEAH	\$	132.48
12/21/2020	701417	LARSON GUSTAVE CO	\$	129.39
12/21/2020	701418	Kristin E Larson	\$	132.48
12/21/2020	701419	LEARNING A-Z	\$	857.08

12/21/2020	701420	MADISON NATIONAL LIFE INSURANCE CO INC	\$	21,143.18
12/21/2020	701421	MANSEL PROPERTIES LLC	\$	725.00
12/21/2020	701422	MCLAUGHLIN SUSAN	\$	220.80
12/21/2020	701423	MENARDS HERMANTOWN	\$	92.94
12/21/2020	701424	MENARDS SPIRIT VALLEY	\$	122.54
12/21/2020	701425	MEYER STEPHANIE	\$	220.80
12/21/2020	701426	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	274.36
12/21/2020	701427	MN ASSN OF SEC SCHOOL PRINCIPALS (MASSP)	\$	390.00
12/21/2020	701428	MULCAHY PATRICK J	\$	514.25
12/21/2020	701429	NCS PEARSON INC	\$	519.40
12/21/2020	701430	OFFICE OF MN IT SVC TECH SHARED SERVICES	\$	1,219.30
12/21/2020	701431	PAVLOVICH DAWN	\$	198.72
12/21/2020	701432	LYNN PETERSON	\$	154.56
12/21/2020	701433	PISCZEK ESTHER B	\$	344.25
12/21/2020	701434	Debra J Poldoski	\$	178.50
12/21/2020	701435	POLSON SHANNON	\$	204.00
12/21/2020	701436	PROBST VICKI	\$	160.00
12/21/2020	701437	READING AND MATH INC	\$	2,000.00
12/21/2020	701438	REGENTS OF THE UNIVERSITY OF MINNESOTA	\$	99.00
12/21/2020	701439	CASEY RICE	\$	150.00
12/21/2020	701440	SELL HARDWARE INC	\$	21.00
12/21/2020	701441	SKYWARD INC	\$	1,200.00
12/21/2020	701442	SPIRIT OF THE LAKE COMMUNITY SCHOOL	\$	1,500.00
12/21/2020	701443	STAHL	\$	850.69
12/21/2020	701444	STOCKMAN YANA	\$	145.50
12/21/2020	701445	ANNA SWARTS	\$	80.75
12/21/2020	701446	SWEETWATER SOUND INC	\$	1,375.28
12/21/2020	701447	UHG	\$	3,456.20
12/21/2020	701448	WEBER RONALD A	\$	42.50
12/21/2020	701449	SCOTT WEGLER	\$	455.85
12/21/2020	701450	KATLYN WURDOCK	\$	176.64
12/21/2020	701451	YOGA NORTH LLC	\$	75.00
12/21/2020	701452	KRISTIN ZOELLNER	\$	73.80
12/24/2020	701453	Dahlke, Drew C	\$	772.41
12/24/2020	701454	Valtinson, Nicolas E	\$	800.40
12/24/2020	701455	Lawrey, Elyse Y	\$	1,108.68
12/24/2020	701456	Olave, Nancy A	\$	1,798.30
12/24/2020	701457	EDUCATION MINNESOTA	\$	30.94
12/24/2020	701458	EDUC MN INTEGRATION SPECIALISTS LOCAL 7373	\$	215.18
12/24/2020	701459	MESSERLI & KRAMER	\$	528.99
12/24/2020	701460	NATL CONF OF FIREMEN AND OILERS 32BJ ADF	\$	18.00
12/24/2020	701461	NATL PEOPLE COMMITTEE THE AFSCME COUNCIL 5	\$	28.15
12/24/2020	701462	NCPERS MN-138222 GROUP LIFE INS C/O MBR BEN	\$	224.00
12/24/2020	701463	RIVERVIEW LAW OFFICE PLLC	\$	211.20
12/24/2020	701464	UNITED STATES TREASURY IRS	\$	418.83
12/24/2020	701465	UNITED WAY OF GREATER DULUTH	\$	70.25
12/24/2020	701466	WI SCTF	\$	1,209.26

12/28/2020	701467	ALLIED TAXI	\$	89.25
12/28/2020	701468	AQUA LOGIC INC	\$	1,276.16
12/28/2020	701469	BW DISTRIBUTING	\$	152.97
12/28/2020	701470	CLARITY INTERPRETING SERVICES LLC	\$	150.00
12/28/2020	701471	GUPTILL MEAGAN	\$	160.00
12/28/2020	701472	HAAKMAT CONSULTING LLC	\$	1,620.00
12/28/2020	701473	INSIGHT PUBLIC SECTOR	\$	509.46
12/28/2020	701474	IXL LEARNING	\$	3,338.00
12/28/2020	701475	MARCO TECHNOLOGIES LLC	\$	5,842.00
12/28/2020	701476	MIDWEST COMMUNICATIONS	\$	360.00
12/28/2020	701477	MN ASSN OF SEC SCHOOL PRINCIPALS (MASSP)	\$	390.00
12/28/2020	701478	MN COMM EDUC ASSN EXECUTIVE OFFICE	\$	1,751.00
12/28/2020	701479	NEWSELA	\$	750.00
12/28/2020	701480	PROBST VICKI	\$	320.00
12/28/2020	701481	REGENTS OF THE UNIVERSITY OF MINNESOTA	\$	1,984.74
12/28/2020	701482	SPIRIT OF THE LAKE COMMUNITY SCHOOL	\$	654.21
12/28/2020	701483	T MOBILE	\$	29.86
12/28/2020	701484	VOYAGEUR BUS CO CONTRACT PAYMENT	\$	209,099.70
12/28/2020	701485	YMCA	\$	60,120.00
12/29/2020	701486	MARCO TECHNOLOGIES LLC	\$	5,767.00
12/30/2020	701487	Huusko, Brook E	\$	2,149.07
12/31/2020	701488	MADISON NATIONAL LIFE INSURANCE CO INC	\$	28,563.02

**Report Total \$ 1,922,045.57**

**December 2020 Student Activity Expenditures**

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
ALC	No Activity						
Congdon Park Elementary	12/8/2020	Cindy Miller	2863	\$ 69.04	Library genre project supplies	Library/Media	Supplies
Denfeld High School	12/1/2020	Donald Smith	29264	\$55.00	AP exam refund	Advance Placement	Testing Fees
Denfeld High School	12/1/2020	Alyssa Schaefer	29265	\$55.00	AP exam refund	Advance Placement	Testing Fees
Denfeld High School	12/1/2020	Tara Thompson	29266	\$55.00	AP exam refund	Advance Placement	Testing Fees
Denfeld High School	12/1/2020	Darcy Redenbaugh	29267	\$55.00	AP exam refund	Advance Placement	Testing Fees
Denfeld High School	12/1/2020	Endzone Camera LLC	29268	\$95.00	camera parts	Football	Supplies
Denfeld High School	12/1/2020	ISD 709	29269	\$74.97	site mgr. all star game	Athletic Fund	Contracted Services-Girls
Denfeld High School	12/1/2020	Corey Pavlich	29270	\$80.00	chain gang fall FB	Athletic Fund	Contracted Services-Boys
Denfeld High School	12/1/2020	Dave Gunderson	29271	\$80.00	chain gang fall FB	Athletic Fund	Contracted Services-Boys
Denfeld High School	12/1/2020	ESC Systems	29272	\$802.00	gym sound system repairs	Athletic Fund	Contracted Services
Denfeld High School	12/1/2020	Gary Christner	29273	\$80.00	chain gang fall FB	Athletic Fund	Contracted Services-Boys
Denfeld High School	12/1/2020	Jill Lofald	29274	\$80.00	member fees	Debate	Supplies
Denfeld High School	12/1/2020	Robbinsdale Cooper HS	29275	\$65.00	Debate tourn.	Debate	Supplies
Denfeld High School	12/1/2020	Impact Applications	29276	\$120.00	impact tests	Athletic Fund	Contracted Services
Denfeld High School	12/1/2020	City Of Duluth	29277	\$284.00	police extra duty FB 10/23	Athletic Fund	Contracted Services
Denfeld High School	12/1/2020	BSN Sports Inc	29278	\$1,385.94	FB helmet	Athletic Fund	Athletic Supplies-Boys
Denfeld High School	12/1/2020	BSN Sports Inc	29278	\$252.15	B. soccer	Soccer-Boys	Athletic Supplies-Boys
Denfeld High School	12/1/2020	BSN Sports Inc	29278	\$56.12	FB mouthguards	Football	Athletic Supplies-Boys
Denfeld High School	12/8/2020	Eagan high School	29284	\$110.00	Debate tourn. registration	Debate	Supplies
Denfeld High School	12/8/2020	Jill Lofald	29285	\$80.00	NSDA fees	Debate	Supplies
Denfeld High School	12/8/2020	Johanna Cummins	29286	\$103.24	supplies	Grant Account	Supplies
Denfeld High School	12/8/2020	Sweetwater	29287	\$1,954.00	microphones	Music-Band	Instructional Supplies
Denfeld High School	12/8/2020	ISD 709	29288	\$9.90	postcards	Music-Band	Printing
Denfeld High School	12/18/2020	Kade Shea	29289	\$106.00	adopt a family	Student Council	Supplies
Denfeld High School	12/18/2020	Maria Macioce	29290	\$362.61	adopt a family	Student Council	Supplies
Denfeld High School	12/18/2020	BSN Sports Inc	29291	\$972.76	FB helmets - 4 vengeance pro	Athletic Fund	Athletic Supplies-Boys
Denfeld High School	12/18/2020	BSN Sports Inc	29291	\$676.00	banded neck buff	Football	Athletic Supplies-Boys
Denfeld High School	12/18/2020	Region 7AA	29292	\$40.00	Debate section entry fee	Athletic Fund	Entry Fees Paid
Denfeld High School	12/18/2020	Impact Applications	29293	\$655.00	subscription 2020-21 school yr	Athletic Fund	Dues and Memberships
Denfeld High School	12/18/2020	Moorhead	29294	\$290.00	Debate tourn. registration	Debate	Supplies
Denfeld High School	12/18/2020	ISD 709	29295	\$208.05	trip 60898	Football	Travel Fees
Denfeld High School	12/18/2020	ISD 709	29295	\$230.73	trip 60928 East 9/jv	Football	Travel Fees
Denfeld High School	12/18/2020	ISD 709	29295	\$195.55	trip 61237 hermantown	Football	Travel Fees
Denfeld High School	12/18/2020	ISD 709	29295	\$199.48	trip 61238 East vars	Football	Travel Fees
Denfeld High School	12/18/2020	Michelle Juntunen	29296	\$43.50	scripts	Drama	Supplies
East High School	12/15/2020	Brent's Biffies	63566	\$200.00	Biffie Rental 10/24-11/20	Athletic Fund	Contracted Services
East High School	12/15/2020	Jones, Greg	63567	\$150.00	membership renewal reimb	Speech	Dues and Memberships
East High School	12/15/2020	Regents of the U of M	63568	\$92.00	Costume Rental - Fall 2020	Drama	Supplies

**December 2020 Student Activity Expenditures**

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
East High School	12/15/2020	Pick-A-Time	63569	\$462.00	conference scheduler	General Fund	Supplies
East High School	12/15/2020	On the Limit	63570	\$15.00	Team Gear	Tennis-Girls	Uniforms
East High School	12/15/2020	Savre, Jamie	63571	\$200.00	prizes reimbursement	Guidance	Supplies
East High School	12/15/2020	Marshall Hardware	63572	\$8.99	Robotics Supplies	Robotics	Supplies
East High School	12/15/2020	Bocht, Bryan	63573	\$62.50	ACT Refund - Fall 2020	Guidance	ACT Refund
East High School	12/15/2020	Big Frog	63574	\$749.78	Group Apparel	Student Council	Supplies
East High School	12/15/2020	The Tee Hive	63575	\$770.00	Team Gear	Eastside Steppers	Uniforms
East High School	12/15/2020	ISD 709 - Print Shop	63576	\$580.80	Printer Paper	General Fund	Supplies
East High School	12/15/2020	UMD Print Shop	63577	\$247.00	Posters / digital program	Drama	Supplies
East High School	12/15/2020	National Pen Co.	63578	\$155.08	Newspaper supplies	Newspaper	Supplies
East High School	12/15/2020	Amazon	63579	\$101.98	office supplies -	General Fund	Supplies
East High School	12/15/2020	BSN Sports	63580	\$2,346.55	ATH portion of invoices	Athletic Fund	Supplies
East High School	12/15/2020	BSN Sports	63580	\$3,116.55	FBALL portion of invoices	Football	Supplies
East High School	12/15/2020	City of Duluth	63581	\$568.00	Police Duty - 10/15	Athletic Fund	Contracted Services
East High School	12/15/2020	ISD 709	63582	\$1,118.00	iPad - reimburse budget code	Basketball-Girls	Supplies
Laura MacArthur Elementary	12/9/2020	Sara Merritt	5612	\$ 15.00	Refund - 1st Grade Field Trip	1st Grade	Field Trip Admission
Lester Park Elementary	No Activity						
Lincoln Park Middle School	12/4/2020	Schmitt Music	7347	\$ 145.48	Band Supplies	Music-Band	Supplies
Lincoln Park Middle School	12/8/2020	ISD 709	7348	\$ 450.00	Band Rental Fees	Music-Band Rental	Rental Fees Paid
Lincoln Park Middle School	12/10/2020	Schmitt Music	7349	\$ 116.00	Sheet Music	Music-Band	Supplies
Lincoln Park Middle School	12/14/2020	ISD 709	7350	\$ 1,499.00	Piano Purchase	Music-Vocal	Supplies
Lincoln Park Middle School	12/14/2020	ISD 709	7352	\$ 300.00	Orchestra Instrumental Rental	Orchestra Rental	Rental Fees Paid
Myers-Wilkins Elem School	12/4/2020	PNC Bank	3664	\$ 287.91	Book Order for Students	Books for Kids	Supplies
Myers-Wilkins Elem School	12/4/2020	Void	3665	\$ -			
Myers-Wilkins Elem School	12/22/2020	Scholastic Book Club	3666	\$ 474.60	Book Order for Students	Books for Kids	Supplies
Ordean East Middle School	12/3/2020	Patrick Mulcahay	13392	\$ 26.44	REV Robotics Grant	Grants	Supplies
Ordean East Middle School	12/30/2020	ISD 709	13393	\$ 520.00	2020-21 Rentals collected	Music-Band	Rental Fees Paid
Ordean East Middle School	12/30/2020	ISD 709	13393	\$ 225.00	2020-21 Rentals collected	Music-Orchestra	Rental Fees Paid
Ordean East Middle School	11/20/2020	Patrick Mulcahay	13394	\$ 66.40	OEMS 36 Supplies	Grants	Supplies
Piedmont Elementary	No Activity						
Stowe Elementary	No Activity						





**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY21**  
**As of November 30, 2020**

**Beginning Investment Balance (October 31, 2020) \$ 10,224,304.07**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
11/25/2020	MN Trust Term Series	MNT	12/28/2020	0.07%	\$ 15,000,000.00

**Total Purchases \$ 15,000,000.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
11/25/2020	MN Trust Term Series	MBS	11/25/2020	0.09%	\$ 10,000,000.00

**Total Maturities \$ 10,000,000.00**

**Other items:**

Add: Money Market Funds Interest \$ 0.18  
 Beginning Value Adjustment  
 Service Charge Fee Reversed

Deduct: Transaction Fees/Service Charge/Other  
 Market Value Adjustment-Adjust for Cost Basis  
 Duplicate Interest Payment entered - Reverse out

**Total Other \$ 0.18**

**Ending Investment Balance (November 30, 2020) \$ 15,224,304.25**

**Note:** Ending Investment Balance as of November 30, 2019 was \$18,701,654.40

## Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>		Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	62920747		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, including Exhibit A (Supplemental Terms and Conditions for Online Services), if Institution's Campus and School Agreement is a version 2009 or earlier, (2) the terms of the Campus and School Agreement identified on the signature form, (3) any Product Selection Form, supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, and (4) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

**Effective date.** If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/> 12 Full Calendar Months	<input checked="" type="checkbox"/> 36 Full Calendar Months
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**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective boxes above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

### ***Terms and Conditions***

#### **1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

"Alumni" means any Graduate or former Student, Faculty or Staff of Institution.

"Customer," as used in certain supplemental forms (for example, the signature form), has the same meaning as "Institution."

"Desktop Platform Product" means any Product identified in the Product Terms as such and that Institution chooses to license under this Enrollment. Desktop Platform Products may only be licensed on an Organization-wide basis under this program.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Faculty" means any employee, contractor, or volunteer who teaches or performs research for Institution and uses a Qualified Device.

"Graduate" means a Student who has (1) completed a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) earned a diploma or degree from a college or university in the Organization.

"Institution" means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

"Managed Device" means any device on which any member of the Organization directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Organization-wide Count" means the total quantity of Faculty and Staff in the Organization as listed in the table in the section of this Enrollment titled "Choosing licensing options; license grant."

"Platform Online Service" means any Online Service identified on the Product Terms as such and that Institution chooses to license under this Enrollment. Platform Online Services are treated as Online Services, except as otherwise noted.

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

"Qualified Device" means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, Institution may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Enterprise Products or Online Services Institution has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software or any Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Qualifying Enrollment" means an Enrollment for Education Solutions, the minimum requirements of which were met (i.e., a Qualifying Enrollment was not used) and which was entered into by Institution or Institution's Affiliate, each active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Device.

“Student” means any individual enrolled in any educational institution that is part of Institution’s Organization whether on a full-time or part-time basis.

“Student Count” means the total quantity of Students in the Organization as listed in the table in the section titled “Licensing options; license grant.”

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

## **2. Order requirements**

### **a. Minimum requirements for Enrollment for Education Solutions.**

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options ((1) Faculty and Staff or (2) Students), depending on the Users it wishes to enable to use the Products licensed.

The minimum requirements for this Enrollment are as follows:

- Institution must order at least one Desktop Platform Product for an Organization-wide Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Faculty and Staff in a quantity of at least 1,000; OR
- Institution must order at least one Desktop Platform Product for a Student Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Students in a quantity of at least 1,000.

These minimum requirements are waived if Institution has a Qualifying Enrollment.

Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term, Institution has the option to extend the Enrollment, enter into a new Enrollment, let allow the Enrollment expire, or, if applicable, purchase perpetual Licenses using the buy-out option.

### **b. Minimum order requirements.**

Institution must submit an order within 30 days of the effective date of the Enrollment. Institution may subsequently submit orders for Products that were not part of its initial order, provided Institution orders such Products in the same calendar month in which the Organization initially uses them. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:

- (i) Institution’s initial order must include (A) Licenses for at least one Desktop Platform Product in a quantity equal to Institution’s Organization-wide Count or Student Count or (B) Licenses for all Users of Platform Online Services, provided there are at least 1,000 such Users.

- (ii) Institution must order Licenses for Desktop Platform Products and all component products that are part of the Desktop Platform Products in a quantity equal to its Organization-wide Count.
  - (iii) Institution must order Licenses for all of its Users of Platform Online Services and must have a minimum of 1,000 such Users.
  - (iv) Provided the minimum ordering requirements under this Enrollment have been satisfied, Institution may generally order Licenses for Additional Products in any quantity needed to cover its Users of such Products. For certain Additional Products designated in the Product Terms, however, Institution must order Licenses in a quantity equal to its Organization-wide Count.
  - (v) If Institution selects the Student licensing option, except for Online Services and certain other Products designated in the Product Terms, it must order Licenses in a quantity equal to its Student Count. Once the minimum ordering requirements under this Enrollment have been satisfied, under the Student licensing option, Institution may order additional Licenses for Online Services other than Platform Online Services in any quantity sufficient to cover all Users, regardless of the Student Count.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. Adding more copies of Products previously ordered (non-anniversary).**
- (i) For Desktop Platform Products and Additional Products licensed Organization-wide, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count and Student Count, however, on each anniversary of the Enrollment Effective Date during the Licensed Period.
  - (ii) Except as provided in subsection 2(b)(i) above, Institution's right to run Additional Products and Online Services is based on the number of Licenses Institution has acquired for such Products. At any time during the Licensed Period (including any extension), Institution may only run the number of copies of a Product permitted by the Licenses purchased. Institution may order additional Licenses for Products as needed to run additional copies of Products.
- Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.
- e. Extension orders and subsequent annual orders.** Institution must submit extension orders as follows:
- (i) **One-year Licensed Period.** Institution must submit an extension order to extend the Enrollment for another Licensed Period. Microsoft must receive the extension order prior to the expiration of the Licensed Period. Institution may change the Product selection and quantity of Licenses ordered in each extension order.
  - (ii) **Three-year Licensed Period.** Microsoft must receive an anniversary order prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period. Microsoft must receive any extension order prior to the expiration of the initial three-year Licensed

Period. Each anniversary order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment Effective Date, except for step-ups and any Additional Products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.

- f. **Buy-out order.** If a buy-out option is available, Institution may order perpetual Licenses for Desktop Platform Products and Additional Products licensed Organization-wide in an amount at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. The number of perpetual Licenses Institution may order for Additional Products shall be equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment.
- g. **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- h. **Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite. The order requirements set forth in subsection 2e above apply to all step-ups.

### 3. Pricing.

- a. **Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or reseller, as applicable.
  - (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding 12-month Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
  - (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed period and complies with the ordering requirements in the agreement, for any Products ordered during the Licensed Period, Microsoft will charge the distributor or reseller the same price for a License on each anniversary order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level of Desktop Platform Products. If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count and/or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Institution's price level does not change during the term of the Enrollment.

Select Price Level that Applies to Faculty and Staff Option	Organization Wide Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its reseller. However, Microsoft will provide the reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the reseller for the Products during the term of the Enrollment.

#### **4. Work at home rights.**

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product Terms) of an Institution Qualified Device running one or more Products licensed by Institution may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Products licensed by Institution from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed Institution's Organization-wide Count. For other Additional Products, the total number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Institution has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Device used by a Faculty or Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty or Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the Product may no longer be run on the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose to utilize either work at home rights or home use program rights for such Product, but not both.

#### **5. Perpetual Licenses for Graduates.**

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Products on a Student Qualified Device to any Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. Institution may not, however, transfer rights related to access Licenses, including CALs, or to Online Services to Graduates.

#### **6. Education Server Platform Licensing Option.**

If Institution licenses one or more of the CAL Products and corresponding Server Platform Products listed in the table below for the aggregate of Institution's Organization-wide Count (at least 1,000) and Student Count (at least 1,000), Institution may run unlimited instances of any edition of the corresponding server Products that constitute the Server Platform Products available through this Enrollment.

Unless Institution chooses to step up to a higher Product edition, Institution must order the Products selected from the table below as part of each anniversary order. If there is an increase in Institution's Organization-wide Count or Student Count, Institution must submit an order for all CAL and Server Platform Products equal to the new count. Institution may aggregate the number of Licenses for CAL Products ordered under a Qualifying Enrollment to satisfy quantity requirements of this Enrollment, provided that such Qualifying Enrollment or its successor is valid and in effect during the term of this Enrollment.

Server Platform Products licensed under this licensing option may only be used by Faculty and Staff and Students in the Organization and by licensed external users using the Server Platform Products for the benefit of the Organization.

Licenses acquired under this section may not be transferred to Graduates. Institution may buy out CAL Products, but not Licenses for Server Platform Products acquired under these terms. Institution is prohibited from transferring Licenses acquired under this section.

Institution's use of the Products that constitute the Server Platform Products is subject to the Product Terms for the Server Platform Products.

Product Selection			
	CAL Product Selected	Server Platform Product Selected	Server Product included for Unlimited Deployment
<input type="checkbox"/>	SQL Server CALs	SQL Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, plus all editions of BizTalk Server and associated external connectors.
<input type="checkbox"/>	Core CALs (acquired standalone or as part of a platform)	Core Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, and associated external connectors.
<input type="checkbox"/>	Enterprise CALs (acquired standalone, as a step-up, or as part of a platform)	Enterprise Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products and external connectors, plus System Center 2012 Datacenter and Windows Rights Management Service External Connector.

## 7. Qualifying systems Licenses.

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms at <http://www.microsoft.com/licensing/contracts>.

## 8. End of Enrollment term and termination.

- a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. **Renewal option.**
  - (i) **One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.

- (ii) **Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. **If Institution elects not to renew.**
  - (i) **Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment, provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. To exercise its buy-out option, Institution must submit a buy-out order no more than 30 days prior to expiration of the Enrollment. The expiration date will be the invoice date for the buy-out order. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses. For example, a License is required for each PC on which Institution desires to run Office.
  - (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, all software Products must be uninstalled and destroyed, and Organization must discontinue use. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the agreement.
- e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

## Enrollment Details

### 1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select only one option.*

<input checked="" type="checkbox"/>	<b>Institution and all of its Affiliates</b> , departments and school locations ( <i>do not</i> list any entity in the below list)
<input type="checkbox"/>	<b>Institution only</b> (including all of its departments and school locations, but not including any Affiliates) ( <i>do not</i> list any entity in the below list)
<input type="checkbox"/>	<b>Institution plus the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s)</b> (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	<b>The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s)</b> (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

#### List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

### 2. Licensing options; license grant.

**Choosing a licensing option.** Institution may license Desktop Platform Products and Additional Products licensed Organization-wide for (1) Faculty and Staff and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

#### Licensing Options.

- a. **Faculty and Staff:** If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. In calculating its Organization-wide Count, Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.

- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization. In calculating its Student Count, Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Institution must provide an Organization-wide Count and/or Student FTE count even if only ordering Platform Online Services to meet Enrollment minimum requirements.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
<b>1. Faculty and Staff</b>	<input checked="" type="checkbox"/>	1084
<b>2. Students</b>	<input type="checkbox"/>	

**License grant.** So long as Institution places orders pursuant to the Agreement and this Enrollment for any required Licenses and pays per the agreement with its reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Faculty and Staff option is chosen, each Qualified User in the Organization (including Students and public users of Qualified Devices in an open lab) may run the Desktop Platform Products and the Additional Products licensed on an Organization-wide basis on any Institution Qualified Device. Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Device and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Desktop Platform Products and one instance of any Additional Products licensed Organization-wide on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

### 3. **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

**Name of entity (must be legal entity name)\*** ISD 709 Duluth Public Schools

**Contact name: First\* Bart Last\* Smith**

**Contact email address\*** bart.smith@isd709.org

**Street address\*** 215 N 1st Ave E

**City\*** Duluth

**State/Province\*** MN

**Postal code\*** 55802-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** US

**Phone** 218 336 8754

**Tax ID**

*\* indicates required field*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact (default if no information is provided below, even if box is not checked)

**Contact name: First\*                      Last\***

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\*                      -**

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone**

**Language preference.** Choose the language for notices. English

This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

*\* indicates required field*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name: First\*                      Last\***

**Contact email address\***

**Phone**

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required field*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp.

**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave

**City\*** Somerset

**State/Province\*** NJ

**Postal code\*** 08873

**Country\*** United States

**Contact name: First\* Mike Last\* Pierre**

**Phone** 888-764-8888

**Contact email address\*** msteam@shi.com

*\* indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature\* Catherine A. Erickson

Printed name\* Catherine A. Erickson

Printed title\* CFO

Date\* 12/4/2020

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

- e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
  - (ii) Software Assurance Manager
  - (iii) Subscriptions Manager
  - (iv) Customer Support Manager (CSM) contact

- f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

**Microsoft account manager name:**

**Microsoft account manager email address:**

## ***Exhibit A***

### **Supplemental Terms and Conditions for Online Services**

If Institution orders Online Services and its Campus and School Agreement is a version 2009 or earlier, these Supplemental Terms and Conditions for Online Services ("Supplemental Terms") apply in addition to the other terms of the Agreement and Enrollment.

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#### **1. *Definitions.***

Capitalized terms used but not defined herein shall have the meanings given them in the Agreement and/or Enrollment. The following definitions replace or supplement the definitions in the Agreement and/or Enrollment, as appropriate:

"Institution Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Institution through Institution's use of the Online Services.

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product Terms.

"Product" means all products identified on the Product Terms, such as all software, Online Services and other web-based services, including pre-release or beta versions. Products may be available under programs that vary by region.

"Service Level Agreement" means the document specifying the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service.

#### **2. *Limited Warranty for Online Services.***

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Institution's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Institution notifies Microsoft within the warranty period, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Institution's only remedies for breach of the limited warranty, other than remedies required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- a. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with the Agreement and/or Enrollment, as applicable, or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- b. the limited warranty does not apply to components of Products that Institution is permitted to redistribute;
- c. the limited warranty does not apply to free, trial, pre-release, or beta products; and
- d. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

**OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. Any warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty.**

### **3. *Institution's agreement to protect.***

Institution will defend Microsoft against any claims made by an unaffiliated third party that:

- a. any Institution Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- b. arises from a violation of the Acceptable Use Policy, which is described in the Product Use Rights.

Institution must pay the amount of any resulting adverse final judgment (or settlement to which Institution consents). This section provides Microsoft's exclusive remedy for these claims.

Microsoft must notify Institution promptly in writing of a claim subject to this section. Microsoft must (1) give Institution sole control over the defense or settlement of such claim and (2) provide reasonable assistance in defending the claim. Institution will reimburse Microsoft for reasonable out of pocket expenses that it incurs in providing assistance.

### **4. *Limitation on liability.***

To the extent permitted by applicable law, the total liability of each party, including its Affiliates and its contractors, for all claims arising under the Agreement is limited to direct damages up to the amount Institution was required to pay for the Online Service during the 12 months before the cause of action arose; provided that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service under the applicable Enrollment. In the case of Online Services provided free of charge, or code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages and capped at U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, the limitations in this section will not apply to:

- a. Microsoft's obligations under the section of the Agreement titled "Defense of infringement, misappropriation, and third party claims" or Institution's obligations under the section of these Supplemental Terms titled "Institution's agreement to protect";
- b. liabilities arising out of any breach by either party of its obligations under the section of the Agreement entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Institution Data shall in all cases be limited as provided above for the applicable Online Service; and
- c. a violation by either party of the other party's intellectual property rights.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF (1) ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO INSTITUTION DATA), (2) THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) OBLIGATIONS IN THE SECTION OF THE AGREEMENT TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS" OR INSTITUTION'S OBLIGATIONS IN THE SECTION OF THESE SUPPLEMENTAL TERMS TITLED "INSTITUTION'S AGREEMENT TO PROTECT."**

## **5. *Applicability of Supplemental Terms.***

These Supplemental Terms apply only to Institution's purchase and use of Online Services. Services (e.g., consulting or professional services) and Products other than Online Services remain subject to the terms of the Agreement and/or the Enrollment, as applicable, and any terms referenced therein. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Agreement and/or Enrollment that are not expressly resolved by their terms, these Supplemental Terms control.

## Program Signature Form

MBA/MBSA number

Agreement number

01C36223


**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enrollment For Education Solutions	X20-14279
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> ISD 709 Duluth Public Schools <b>Signature*</b>  <b>Printed First and Last Name*</b> Catherine A. Erickson <b>Printed Title</b> CFO <b>Signature Date*</b> 12/04/20
<b>Tax ID</b> 41-6003776

\* indicates required field

01-E-012-108-000-405-000

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

## **RESOLUTION**

### **Education Minnesota Integration Specialist (ISPEC) St. Paul, Minnesota**

***RESOLVED***, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Education Minnesota Integration Specialist (ISPEC) St. Paul, Minnesota, a summary of which has been provided electronically to all School Board members, be approved and adopted for the period of July 1, 2020 to June 30, 2021, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

Resolution #HR-1-21-3792  
January 19, 2021

**COLLECTIVE BARGAINING AGREEMENT**

**between**

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

**and**

**EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALIST**  
**(ISPEC)**  
**ST. PAUL, MINNESOTA**

**EFFECTIVE DATES**

**July 1, 2020**

**To**

**June 30, 2021**



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**AGREEMENT**

**BY AND BETWEEN**

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

**and**

**EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALISTS (ISPEC)**

***THIS AGREEMENT***, entered into this 29th day of November 2020, by and between the Education Minnesota Duluth Integration Specialists (ISPEC) Local 7373, hereinafter referred to as the "***Union***", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "***School District***", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA), relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows.

**ARTICLE I**

**Recognition**

The School District formally recognizes the Education Minnesota Duluth Integration Specialists (ISPEC) Local 7373 as the exclusive bargaining representative for all integration specialists of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Union is the sole elected representative of all ISPEC who are defined as members of the appropriate unit for the duration of this Agreement.

The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as the exclusive bargaining representative, with any other organization or person except as required by law.

**ARTICLE II**

**School District and Union Rights**

**A. Managerial Rights**

The School Board is not required to meet and negotiate on matters of inherent managerial policy. It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal

and state law which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

The District has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and to adopt, repeal or modify policies, rules, and regulations insofar as such actions are not inconsistent with the terms of this Agreement or applicable laws.

**B. Access to Premises**

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

**C. Right to Dues Check Off**

The exclusive representative shall be allowed dues check off for its members. Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union, the monthly Union assessment of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "fair share" fee required by Minnesota Statutes, Section 179A.03, Subd. 9, upon appropriate action being taken by the Union pursuant to said statutory provisions, and such sum not to exceed the total assessment of the Union to its members. When a bargaining unit member has so authorized a "Full Union Membership" dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Human Resources Office within that week.

**ARTICLE III**

**Grievance Procedure and Arbitration**

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

**A. Definitions**

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

**B. Representation Right**

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure after Step I.

**C. Procedure**

**Step I** - The aggrieved employee shall present his/her grievance within twenty (20) days of the time he/she knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to his/her building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section.

The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal, Director or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and his/her designated representative. A decision in writing by the Principal, Director or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

**Step II** – In the event a written appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Human Resources Manager or his/her designee, the Human Resources Manager shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, and so notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I. The Human Resources Manager or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing.

**Step III** – In the event an appeal is filed from a decision at Step II, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent, the Superintendent or his/her designee shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step II, and so notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step II. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step II of his/her decision in writing within ten (10) days of the hearing.

- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list. The first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing.

His/her written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail his/her decision by certified mail to the grievant and the representatives of the employer and the Union.

E. **Miscellaneous Provision**

1. The parties agree the best approach to resolving problems is through informal, open, and respectful discussions between the employee and supervisor. Both parties encourage informal discussions prior to submission of a written grievance. The member shall meet with the supervisor to try to resolve a grievance within the twenty (20) days of the event giving rise to the grievance. The member, at their discretion, may be accompanied by and represented by a union representative.
2. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, it's employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.

3. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
4. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
5. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
6. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
7. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
9. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
10. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
  - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or

- b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
- c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.

11. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

#### ARTICLE IV

##### **Leaves of Absence Without Pay**

A. Leaves of absence without pay shall be granted upon written application to the Senior Human Resources Manager for the following reasons:

- 1. **Military** leaves of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
- 2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Senior Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement. The employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District and shall expire at the end of a contracted school year unless mutually agreed by the employee and the District that it expire at another time.

- 3. **Family and Medical Leave Act:** Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

4. **Organizational:** Employees who are elected or appointed representatives of the Union shall upon request be granted leaves of absence for the purpose of conducting the duties of the Union as required by Minnesota Statutes, Section 179A.03, subd. 19.
5. **Medical** leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his/her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
6. **Other:** Leaves of absence shall be granted for any other reason that is required by law. Leave may also be granted, at the discretion of the Superintendent, upon written request for purposes other than those enumerated.

## **ARTICLE V**

### **Leaves of Absence with Pay**

#### **A. Sick Leave Allowance**

1. **Yearly allowance:** Ten (10) days full pay for personal illness shall be allowed in any one (1) school year to eligible employees covered under this Agreement.  
**Cumulative Plan:** Unused allowance for personal illness shall be cumulative to a maximum of one hundred eighty days (180) days.
2. An employee who fails to report on the first contract day of the school year shall not receive salary for time previous to the date of reporting unless absence is due to personal illness or death in family, in which case salary shall be allowed for such period of time as may be due under the accumulated leave.
3. In no case shall the yearly allowance for personal illness or death in the family be credited until the employee reports for duty on or after the opening of school in the fall.
4. An employee who has been absent for five (5) days or less may be required to sign a form stating that such absence was due to personal illness, and an employee who has been absent for more than five (5) consecutive working days may be required to submit a doctor's certificate covering such absence.
5. An employee who is injured due to a battery by a student shall be granted leave without loss of pay for a period not to exceed five (5) days, if a physician certifies that the injury precludes the employee from performing the duties of his/her position. Such a leave shall not be deducted from the employee's accumulated sick leave.

#### **B. Death in Family Allowance**

1. Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased. Such additional days are to be deducted from sick leave.

3. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of an employee, spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through their county of residence as a domestic partner of an employee of the District.

#### **C. Family Leave**

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee who is not a member of the bargaining unit.
2. "**Family**" shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through their county of residence as a domestic partner of an employee of the District.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's child in accordance with Minnesota Statute §181.9413 (2013).

#### **D. Jury Duty**

1. When an employee is selected for jury duty, upon notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
2. The employee will receive his/her regular contractual salary while on jury duty; however, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

### **ARTICLE VI**

#### **Personnel Records**

Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon request. Employees shall have access to the personnel file within three (3) business days of said request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

An employee shall receive a copy of any deficiency notice placed in his/her personnel file. Documents of anonymous origin relating to a staff member's performance shall not be placed in the file.

## ARTICLE VII

### Health Care Savings Plan (HCSP)

- A. **Eligibility** - To be eligible to receive a contribution to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement and have fifteen (15) years of total service to the School District.
- B. **HCSP Calculations**
- The number of unused and accumulated sick leave days, up to a maximum of one-hundred eighty (180) days, shall be multiplied by the daily rate of pay (DRP).
  - The dollar value determined in a. above shall be discounted by 3.5%.
  - The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District at the time of retirement.
- C. **Exclusions** - Employees discharged for just cause shall not be eligible for the HCSP.
- D. **Retirement Notification Requirement** - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.

## ARTICLE VIII

### Professional Workday and Week

- A. The calendar year will be 40.4 weeks inclusive of flexible paid contract days. Five flexible paid contract days will be available for use throughout the Integration Specialists 40.4 week calendar year. Flexible contract days cannot be carried over into another school year. No more than two flexible contract days can be used consecutively or added (before or after) to a scheduled school break time period. Additionally, the Thursday and Friday of Winter Recess will be paid non-work days. The Districts intent is a continuation of the three paid non-work days that occur prior to the two days mentioned above.
- B. The normal hours of work for the employee shall be a minimum of eight (8) hours in any twenty-four (24) hour day and a minimum of forty-hours (40) in a seven (7) day period.
- C. As professional employees with responsibility for the operation of various programs, members of this bargaining unit are often obligated to work at times outside and beyond the normal eight (8) hour daily and forty (40) hour minimum schedules, described in 5.1 of this Article, and/or on any day of the week. Such times are construed as part of the professional workday/work week, and do not generate additional pay beyond the regular biweekly or annual salary.
- D. Employees at certain times may be required to adjust their work- day schedule in instances where the employee is required to work outside the normal work-week. Employees shall be required to obtain prior approval from the supervisor for such work day adjustments. Adjustments to hours or days of work will be at the discretion of the supervisor. All adjustments to work day/hours must be made within 14 calendar days. The parties agree that the adjustment of schedule indicated in this paragraph is not equivalent to

compensatory time off. It is understood by the parties that Overtime Compensation under Fair Labor Standards Act (FLSA) does not apply to this unit of professional employees.

- E. Employees requested by their supervisor to attend or facilitate "Staff Development" programs outside of their normally scheduled work time and not covered by an adjustment to their work week may be eligible for a stipend of \$20 per hour.
- F. This Article shall not be construed as, and is not, a guarantee of any hours of work per normal workday.

## ARTICLE IX

### Payroll

**Number of Paydays** - All employees covered under this agreement shall be paid on a spread pay basis. The salary for the 40.4 calendar year shall be paid in equal payments over twenty-three (23) pay periods.

Effective with the beginning of the 2021-2022 contract year, all employees covered under this agreement shall be paid on a spread paid basis. The salary for the calendar year shall be paid in equal payments over twenty-six (26) pay periods.

## ARTICLE X

### Insurance

**Hospital And Medical Insurance** - The School District shall make available to each employee within this bargaining unit the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of the cost for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**Long-Term Disability Insurance** - The School District will pay the cost of long-term disability (LTD) insurance with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium.

**Life Insurance** - Group term life insurance in the face amount of fifty thousand and no/100ths dollars (\$50,000) will be provided for each employee of the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost.

**Dental Insurance** - The District shall make available to each employee within this bargaining unit, the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees of this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

## ARTICLE XI

### Salary Schedule and Regulations

- A. Salaries shall be as set forth in Appendix "A" attached hereto and incorporated herein by reference.
- B. Step Changes:
- 1) Newly hired ISPECs hired on or before February 1<sup>st</sup> of the school year shall progress to Step 2 on August 1<sup>st</sup> after 1.5 years of continuous employment as an ISPEC. ISPECs hired after February 1<sup>st</sup> of the school year shall progress to Step 2 on August 1<sup>st</sup> after two full additional school years of continuous employment as an ISPEC.
  - 2) Progression through Steps 3 – 6 within the class on the salary schedule in Appendix "A" shall occur every two years on August 1<sup>st</sup>.
- C. Class (Lane) Changes:
- 1) Official transcripts substantiating any change in classification on the salary schedule and application for class (lane) change must be filed in the **Human Resources office by October 15** of the school year in which the change is to become effective. Monetary adjustments in the contract salary, retroactive to the opening of school, will be made on the next payroll following approval of the change in classification (normally in the month of November).
  - 2) Class (lane) change requirements:
    - a. Class II – A – requires a Bachelor degree and 12 graduate semester credits in teaching or a related social service degree program.
    - b. Class III – A – requires a Master degree in teaching or related social service degree program.
- D. Newly hired employees shall be hired on the salary schedule on the salary class (lane) to which their educational attainment (degree plus subsequently earned germane credits) at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of any credits or degrees for which he/she had earned or received credit at the time of application, shall not be entitled to later use such credits or degrees to obtain advancement on the lane of the salary schedule.

## ARTICLE XII

### Seniority

**Seniority** - Seniority shall be determined by the date of hire as an Integration Specialist. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application. When seniority is identical for two or more employees, the most senior employee shall be the employee with the lowest employee number.

## **ARTICLE XIII**

### **Layoff**

**Layoff Policy** - In the event of declining enrollments, budgetary constraints or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off based upon unit seniority. The least senior employee shall be laid off first. The laid off employee will be placed on the re-employment list and have re-employment rights for a period of two (2) years from the date of the layoff. The District will maintain an official ISPEC re-employment list.

Recall from layoff shall be based upon unit seniority. The most senior laid off employee shall have the first right to recall. An employee on layoff shall have re-employment rights to a position in the bargaining unit that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position. An employee on layoff shall have re-employment rights to a position at the same level as the employee's position before layoff. An employee shall not be allowed to be recalled into a promotional or higher level position. Employees declining a recall offer shall be considered presumed resigned and will be removed from the re-employment list.

## **ARTICLE XIV**

### **Probation, Discipline and Discharge**

- A. **Probation** - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason.
- B. **Discipline** – Following probation, one (1) school year of consecutive employment with the School District, said employee shall not be discharged, suspended, or demoted (excluding demotions for budgetary requirements) except for just cause. Notice of said discharge, suspension, or demotion (excluding demotion for budgetary requirements) after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee if not satisfied with the reason given or causes stated, shall have the right to have his/her status reviewed within the time limits and pursuant to the provisions of Article III, Grievance Procedure and Arbitration.

## **ARTICLE XV**

### **Savings Clause**

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.

**ARTICLE XVI**

**Duration**

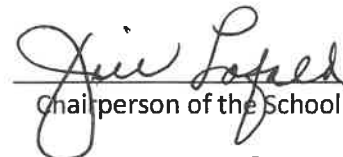
- A. **Term and Reopening Negotiations** This Agreement shall remain in full force and effect for a period commencing July 1, 2018, through June 30, 2020, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or the bargaining rights are terminated by law for the bargaining unit. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2020, it will give written notice of such intent no later than April 30, 2020.
- B. The Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.
- C. Appendix A, the pay schedule attached to this Agreement, shall be effective as indicated therein.
- D. **Effect** -This Agreement constitutes the full and complete Agreement between the District and the Union as the exclusive representative of this bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, concerning terms and conditions of employment which are inconsistent with these provisions.
- E. **Finality** - Matters contained in this Agreement shall not be open for negotiation during this term of this Agreement except as stated in this Agreement. Matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and are not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.
- F. **Severability** - All provisions of this Agreement are subject to the laws, rules, regulations, and orders of state and federal governments and their agencies. Any provision of this Agreement found to be in violation of any such regulations, directives, laws, and orders shall not be applicable or performed or enforced, except to the extent permitted by law; all other provisions shall continue in effect.

Dated at Duluth, Minnesota this 19<sup>th</sup> day of January, 2021.

EDUCATION MINNESOTA DULUTH  
INTEGRATION SPECIALISTS (ISPEC)

By:   
Union President

INDEPENDENT SCHOOL DISTRICT  
NO 709

By:   
Chairperson of the School Board

By:   
Clerk of the School Board

**APPENDIX A**

**Integration Specialists (ISPEC)**

**Annual Salary Schedule**

	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
	2020-2021	\$39,238	\$39,630	\$40,027	\$40,427	\$40,832	\$41,240
	BA - Teaching or a Related Social Service						
	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
	2020-2021	\$41,193	\$41,605	\$42,021	\$42,441	\$42,866	\$43,294
	BA+ 12 Graduate Semester Credits in Teaching or a Related Social Service						
	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
	2020-2021	\$46,362	\$46,826	\$47,294	\$47,767	\$48,245	\$48,727
	MA in Teaching or a Related Social Service						

Longevity:	After completion of 10 years of service in the unit: \$400 will be added to the base pay at the beginning of the following year.
	After completion of 15 years of service in the unit: \$600 will be added to the base pay at the beginning of the following year.
	After completion of 20 years of service in the unit: \$800 will be added to the base pay at the beginning of the following year.

## **RESOLUTION**

### **Food Service Employees**

***RESOLVED***, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Food Service Employees, a summary of which has been provided electronically to all School Board members, be approved and adopted for the periods of July 1, 2020 to June 30, 2021, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**Resolution #HR-1-21-3793  
January 19, 2021**

**COLLECTIVE BARGAINING AGREEMENT**

between

**INDEPENDENT SCHOOL DISTRICT #709**  
**DULUTH, MINNESOTA**

and

**FOOD SERVICE EMPLOYEES**

**EFFECTIVE DATES**

**July 1, 2020**  
**To**  
**June 30, 2021**



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# AGREEMENT

Between

**AFSCME Council 5**

and

**Independent School District No. 709  
St. Louis County, Minnesota**

*THIS AGREEMENT*, entered into this 2<sup>nd</sup> day of November, 2020 by and between AFSCME Council 5, herein referred to as the "*Union*" and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the "*School District*", and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's human resource policies affecting the working conditions of the employees.

*NOW, THEREFORE*, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

## ARTICLE 1

### **Union Recognition & Unit Description**

The School District formally recognizes AFSCME Council 5 as the exclusive bargaining agent for all food service employees of the School District as are within the mutually agreed upon bargaining unit. The unit shall consist of all regular full and part-time food service personnel excluding supervisors and its clerical employees, part-time employees whose service does not exceed twelve and one half (12 ½) hours per week, or thirty-five percent (35%) of the normal work week, and employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours, and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

## ARTICLE 2

### **Management Rights**

It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct, and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

**ARTICLE 3**  
**Definitions**

- A. The term "**School Board**" as used in these rules means the School Board of Independent School District No. 709, St. Louis County, Minnesota.
- B. The term "**School District**" as used in these rules means Independent School District No. 709, St. Louis County, Minnesota.
- C. "**Appointing Authority**" means the School Board or a staff officer delegated to perform those functions required of an appointing authority in these rules.
- D. "**Position**" means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one person in the performance and exercise thereof.
- E. "**Permanent Position**" means any position in the classified service of the School District which has required or which is likely to require the services of an incumbent without interruption for a period of more than sixty-seven (67) working days in any calendar year.
- F. "**Temporary Position**" means any position in the School District, which requires or is likely to require the services of any incumbent for a period of sixty-seven (67) working days or less.
- G. "**Employee**" means a person who is legally an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending his/her return.
- H. "**Substitute Appointment**" means an appointment to fill a temporary vacancy in a permanent position caused by the temporary absence of the regular incumbent because of sickness, special leave of absence, military leave of absence, or other similar cause.
- I. "**Eligible**" means any person whose name is on a re-employment list for a given class.
- J. "**Class**" or "**Class of Positions**" means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.
- K. "**Title**," "**Class Title**" or "**Classification Title**" means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.
- L. "**Eligible List**" means a list of names of persons who have been found qualified for employment in positions in the classified service, including the names of persons on the re-employment lists as hereinafter defined.
- M. "**Re-employment List**" means a list of the names of persons arranged in the order provided by these rules who have occupied permanent positions allocated to any class in the classified service, who have been separated from the service, and who, in accordance with these rules, are entitled to have their names certified to appointing authorities when vacancies in the class are to be filled, ahead of those whose names are on the employment list for the class.
- N. The term "**Union**" as used in this contract shall mean AFSCME Council 5.

**ARTICLE 4**

**Seniority**

- A. District seniority shall consist of the total accumulated paid service of the employee in the bargaining unit. Classification seniority shall consist of the total accumulated paid service of the employee in a given classification and all higher classifications as provided for in Article 5.
- B. Time spent on paid sick leave and/or special leave authorized by the School Board shall count toward seniority. In the case of special leaves of absence over thirty (30) days, except military and maternity, the time spent on leaves shall not be counted.
- C. Any layoff because of lack of funds, work, or for other causes for which employees are not at fault, shall be made as provided by Article 9.
- D. Employees, as well as the employees' Union, shall be notified in writing of any contemplated layoff prior to bid sheets being released for the following year.
- E. Seniority lists shall be maintained and brought up to date as of April 15 of each year, with a copy submitted to the Union.
- F. Permanent employees who are employed in a long-term substitute position in a higher classification will accrue seniority in the higher classification only if within a twelve (12) month period they are permanently hired into the higher classification. Permanent employees employed in a long-term substitute position in a higher classification will continue to accrue seniority in their former classification.

- G. Permanent employees who are employed in a long-term substitute position in their classification will continue to accrue seniority in that classification.
- H. For employees hired simultaneously on or after July 1, 2002, the order of seniority shall be determined by the final ranking documented on the Interview Record. The interviewee with the highest point total will be first on the seniority list followed by the interviewee with the second highest point total and so forth until all interviewees who have been offered and accepted employment have been listed. A list of the interviewees who have accepted employment and their final ranking for seniority purposes will be placed in the employee's personnel file.
- I. For employees hired simultaneously on or after July 1, 2005, the order of seniority shall be determined by their birth date. Where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date; the break in the tie shall be determined as follows: First, the employee with the earliest school year birth month, second, the employee with the earliest birthday in that month, and; lastly, if still ties, by the flip of a coin. For purposes of this Section, July 1 will be considered the beginning of the school year.

## ARTICLE 5

### **Vacancies, Transfers, Demotions, Promotions**

- A. **Vacancy Defined.** A vacancy is a position expected to exceed sixty-seven (67) working days in a contract year.
- B. **Filling of Vacancies That Occur During the School Year.** The District must fill all vacancies either by:
  - 1. Posting and filling the vacancy through transfer, promotion, or demotion pursuant to Sections D and E of this Article; or
  - 2. Appointing a long-term substitute to fill the vacancy pursuant to Section F of this Article.
- C. **Filling of Vacancies That Occur in The Summer.** Vacancies occurring after the May bid but before the beginning of the regular school year shall be posted and filled through transfer, promotion, or demotion, or from outside the unit as provided for in Sections D and E of this Article.
- D. **Posting Requirements.** Vacancies shall be posted within five (5) calendar days after it has been determined that a vacancy exists. The posting will run for a period of three (3) work days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m. After the last day of the school year, postings from June through the end of the week before school starts will be five (5) work days. Posting will go up at 4:00 p.m. and close at 4:00 p.m. A copy of the posting will be sent to the Union and Production Manager or Satellite Manager for posting at each kitchen within each building. The effective date of positions filled by transfer shall be within five (5) working days after the end of the posting period. The effective date of positions filled by promotion or through demotion shall be within thirty (30) calendar days after the end of the posting period. If these deadlines cannot be met, the Union shall be notified with the specific reasons provided therefore. Vacancies occurring after October 18, through the last day of the high school/middle school second term, may be posted as a permanent position for the remainder of the school year. Vacancies that occur during the third term of the high school/middle school schedule up to sixty-seven (67) days prior to the end of the school year will be filled by a long-term substitute.
- E. **Filling A Vacancy Through Transfer, Demotion or Promotion.** Vacancies shall first be offered to transfer applicants, then to demotion applicants and then to promotion applicants. For the purpose of determining an applicant's transfer, demotion, or promotion status, the following ranking of job classifications is established:

- |                         |                          |
|-------------------------|--------------------------|
| (1) Production Manager  | (4) Satellite Manager II |
| (2) Head Cook           | (5) Cook                 |
| (3) Satellite Manager I | (6) Helper               |

- 1. **Transfers.** A transfer is the assignment of an employee from a position in one job classification to a position in the same job classification. The transfer of an employee shall be done according to classification seniority as defined in Article 4.
- 2. **Demotions.** A demotion is the assignment of an employee from a position in one job classification to a position in a lower classification. A demotion may be either voluntary or involuntary.
  - a. **Voluntary Demotion.** An employee may apply for voluntary demotion if the demoting employee has the experience to meet the minimum qualifications of the lower classification job as specified by the job description and has successfully completed a probationary period in that lower level. The classification seniority for an employee who voluntarily demotes shall consist only of the total accumulated paid service of the employee in the classification to which he/she voluntarily demotes.
  - b. **Involuntary Demotion.** The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the School Board, and shall supply the employee with a copy of such

recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that he/she may grieve pursuant to Article 26 of this Agreement if he/she does not agree with the appointing authority's recommendation. The classification seniority for an employee, who is involuntarily demoted, except for reasons due to layoff, shall consist only of the total accumulated paid service of the employee in the classification to which he/she is involuntarily demoted.

3. **Promotions.** A promotion is the assignment of an employee from a position in one job classification to a position in a higher job classification. Promotions shall be filled by interview.
  - a. **Qualified Applications.** Applications for promotion shall be accepted from all bargaining unit employees who have the experience necessary to meet the minimum qualifications as specified in the job description. The three (3) qualified candidates with the greatest District seniority as defined in Article 4 shall be selected for interview. If any of those candidates are not interested in being interviewed, the next senior applicant will be selected to interview.
  - b. **Interviews and Selection.** The District shall have the right to interview three (3) qualified candidates and shall fill the vacancy with one (1) of the three (3) candidates. If the selected candidate declines the position, the District may proceed to fill the position from within or from outside the unit without exercising an option as defined in (c) below. If there are not three (3) candidates from within the bargaining unit, the District may interview additional candidates from outside the unit to ensure a minimum of three (3) qualified candidates. When the District proceeds to consider applicants from outside the unit to fill a position, all current non-unit food service employees who express an interest to the Human Resources Department at the time of the vacancy will be forwarded to the screening process.
  - c. **Options.** An option allows the District to deny a promotion under 3 (b) above. The number of options the District may exercise is limited to not more than ten percent (10%) of all posted positions occurring between September 1 of one year and August 31 of the following year. Options shall not accumulate from one year to the next year. The District may borrow three (3) options on September 1 of each year. When the administration exercises an option under this provision, the employees affected by the denial and the Union shall be so notified.

Should he/she desire to return to his/her former position within the ten (10) days, he/she shall not lose seniority in his/her former position. Should the school administration, within ten (10) days decide the promoted employee is incapable of performing the duties of the new position in a satisfactory manner, the employee shall be reassigned to his/her former position without loss of seniority. Leaves of absence, including sick leave, will not be counted toward the ten (10) days. The ten (10) days referred to herein shall be included in an employee's probationary period in his/her newly promoted position of six (6) months.

- F. **Filling A Vacancy with A Long-Term Substitute.** Long-term substitutes may be hired to fill vacancies under the following circumstances:

1. To replace permanent staff on leaves of absence.
2. To fill vacancies that occur after October 18 that are expected to exist for more than sixty-seven (67) days.

A person employed as a long-term substitute shall be a member of the bargaining unit, move through the wage schedule the same as a permanent employee and receive benefits in accordance with Article 25. If a long-term substitute is hired as a permanent employee that person will accrue seniority for all time worked in a long-term substitute assignment within the previous twenty-four (24) month period. No other earned benefits will be credited to the employee. The employee will be placed at the six (6) month step on the wage schedule only if they had been paid the six (6) month wage in a long-term substitute assignment in the same classification as the permanent position awarded.

Non-contract employees who were employed as long-term substitutes will be considered outside applicants when applying for contract positions.

- G. **Certification for Permanent Positions.** The cost of certification needed for all permanent positions to the extent required by law will be paid for by the District. The employee must be currently classified in the position requiring the certification.

## **ARTICLE 6**

### **Bidding Procedure**

- A. **May Bidding Procedure Defined.** In May of each year, employees shall bid according to classification seniority on available positions for the following year. All known positions for the following year shall be included in the May bid.

- B. **Bidding Notice.** The first Monday in May, the Human Resources Office shall mail a form or forms to each employee stating the location and the hours of work per day of each position for which they are entitled to bid.
1. All employees shall receive a bid sheet for all positions in their classification. For purposes of this Article, the following job classifications are established:
 

(1) Production Manager	(4) Satellite Manager II
(2) Head Cook	(5) Cook
(3) Satellite Manager I	(6) Helper
  2. **Additional Bid Sheets.** Employees shall receive additional bid sheets as follows:
    - a. When there are more positions open in a given job classification than the number of employees holding that classification, employees in all higher classifications shall receive bid sheets for positions in the lower classifications which the employee has previously held;
    - b. When there are fewer positions open in a given job classification than the number of employees holding that classification, all employees in that job classification shall receive a bid sheet for positions in all lower classifications.
- C. **Employees' Bidding Rights.** Upon receipt of the bidding notice, employees shall have ten (10) working days from the first Monday in May to complete the forms and return them to the Human Resources Office. All employees shall list in numerical order their preferences for assignment for the next year. For those employees who will not accept a certain position, there shall be provided an appropriate blank to the left of the position to initial to verify the employee's intent. The Union shall have access to copies of all bids and shall be notified in writing of any employee who is faced with the layoff procedure.
- D. **Assignment Procedure.** Employees shall be assigned the position of their highest preference for which they have the most classification seniority in the following order:
1. All employees bidding on positions within their classification or involuntarily bidding on a position in a lower classification;
  2. All employees bidding on position in a lower classification.
  3. Employees will receive notification of assignment from the District on or before the end of the school year or before June 10, whichever comes first.
- E. **Remaining Positions.** Any position remaining open after the bidding process shall be posted as a vacancy and filled in accordance with Article 5, Sections D and E. Those employees who do not have an assignment when the bidding process is completed will be given notice of layoff under provisions of Article 9 (b).

## ARTICLE 7

### Union Security

- A. Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each union member's wages the monthly union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "fair share" fee required by law upon appropriate action being taken by the Union pursuant to law, such sum not to exceed the monthly dues of Union members.
- B. The employer shall deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union.

The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## ARTICLE 8

### No Strike Clause

The AFSCME Council 5 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement.

## **ARTICLE 9**

### **Layoff**

#### **A. Layoff.**

1. When it becomes necessary to reduce the number of employees in a given class through lack of funds or for other cause for which the employee is not at fault, temporary and provisional employees shall be the first to be laid off. Any further decrease of the number of employees shall be according to classification seniority accomplished first, by laying off the employee in the affected classification with the least classification seniority, or demoting him/her to a lower class, providing (a) he/she has classification seniority in the lower class and (b) the least senior employee in that class would have been laid off even if no reduction had been made in the higher class. When two (2) or more persons in the class in which the layoff or reduction is to be made have equal classification seniority, the order of layoff or reduction in such tie cases shall be determined by the total years of service with the School District, and if a tie still exists, by the employee with the earliest birthdate in a calendar year.

Classification seniority for employees who move to a lower classification due to a layoff situation shall include seniority earned in the lower classification and in all higher classifications.

Any person reduced under the provisions of this Section shall receive and choose to bid on positions in his or her former higher classification as if he/she had been actually so employed.

An employee about to be laid off pursuant to this Section shall be entitled to bump into an available open position for which the employee is qualified, at the same or lower pay grade.

2. The employee must have the physical fitness and ability to perform the duties of the lower position.
  3. Demotions made in accordance with this Section are subject to Article 16.
- B. **Appointing Authority to Notify Employee of Layoff.** The appointing authority shall notify in writing the employee or employees to be laid off and shall forthwith transmit to the Human Resources Manager, the names of those so notified, and the Union.
- C. **Name of Employee Laid Off to Be Replaced on Re-employment List.** The Human Resources Manager shall enter on the appropriate re-employment or qualifying list the names of those eligible for re-employment and those who desire to be re-employed when vacancies occur.

## **ARTICLE 10**

### **Suspensions**

- A. **Suspension.** The appointing authority and, in his/her absence, the officer acting in his/her place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of his/her duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.
- B. **Employee to Be Notified of Suspension.** In case the appointing authority or the officer acting in his/her place suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address; he/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 26 if he/she disagreed with the action of the appointing authority.

## **ARTICLE 11**

### **Resignations**

- A. **Resignations.** Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.

- B. **Resignations Without Notice.** If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on his/her personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.
- C. **Resignations May Be Withdrawn.** Any employee who has resigned after giving proper notice may, within ten (10) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the re-employment list for the class.
- D. **Resignation May Be Presumed in Certain Cases.** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) work days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

## **ARTICLE 12**

### **Removals**

- A. **Removal.** Except as provided in the next paragraph, any employee holding a position in the classified service who has completed the probation period prescribed in accordance with these rules may be removed only for cause; that in no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.
- B. **Causes for Removal.** The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:
  1. That the employee is incompetent or inefficient in the performance of his/her duties.
  2. That the employee has been wantonly careless or negligent in the performance of his/her duties.
  3. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.
  4. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.
  5. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of his/her duties.
  6. That the employee has failed to obey reasonable direction given him/her by his/her supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the District or to the public.
  7. That the employee has been convicted of a criminal offense.
  8. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
  9. Employee's job performance is impaired due to his/her tardiness or absence from work.
  10. That the employee removed public or personal property from his/her place of employment without the owner or supervisor's approval.
  11. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.
- C. **Who May File Removal Charges.** The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.
- D. **Charges to State Grounds for Removal.** Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the School District" be considered reason for removal.
- E. **Appointing Authority to Mail Notice of Charges to Employee.** Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are

brought. Such notice shall also advise the employee that he/she may grieve the matter pursuant to Article 26 of this Agreement if he/she does not agree with the action of the appointing authority.

- F. **Removed Employee Not Eligible to Compete for Future Employment.** Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment within the School District.

## ARTICLE 13

### Leaves of Absence

- A. **Sick Leave.** Employees assigned to a thirty-eight (38) week or less contract, shall be granted sick leave at the rate of accumulation of 0.074042 hours of sick pay for each hour on District paid status (or lost time paid by the Union) excluding overtime hours, hours worked for special events and summer assignments with a maximum of .592336 hours of sick leave for each day worked, accumulative to a maximum of two hundred (200) times (effective July 1, 2015) the scheduled number of hours worked per day, but may not be used during the first six (6) months of active employment with the School District. Prorated monthly sick leave and accumulation shall be provided employees working less than full time who qualify herein. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical, examinations or treatments, except where emergency precluded prior notice and approval. All sick leave accumulation and use shall be reported in hours.

**Sick Leave – Family Leave.** Eligible employees under this Agreement shall be allowed a maximum of twenty (20) days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of employee, such allowances are to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee. ***“Family”*** shall constitute members of the immediate family of an employee, spouse, or registered domestic partner and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationship of the above listed categories. A ***“registered domestic partner”*** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District. The School District may require a supporting written statement from the attending physician for any family medical leave.

In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the employee’s dependent child in accordance with Minnesota State Statute §181.9413 (2013).

**Death in Family.** Full pay for absences not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.

1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
2. Definition of ***“family”*** under ***“death in family”*** shall constitute members of the immediate family which for purposes of this Section shall include spouse, father, mother, brother, sister, child, (biological, step, adopted, legal guardian or foster), grandparent, grandchild, in-laws, aunts, uncles, and nieces/nephews. This shall also apply to domestic partners as defined by the City of Duluth Legislative Code, Chapter 29D, Section 29D1 through 5.

No employee, unless officially assigned to special duty shall be granted sick leave for any injuries or illness resulting from any gainful employment on the job other than his/her regular School Board employment. Any employee removed from the payroll because he/she has used all accumulated sick leave shall be considered to be on leave not to exceed one year and shall be reinstated in his/her position upon filing with the appointing authority a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board.

- B. **Former Employee May Have Sick Leave Reinstated.** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.
- C. **The Appointing Authority Shall Require Certificate of Sick Leave.** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science practitioner. In lieu of a medical certificate, when such certificate would normally be required, the employee’s signed statement explaining the nature of his/her illness may be accepted when it is unreasonable

to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

- D. **Special Leave of Absence.** Any employee holding a position in the classified service who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered good by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.
- E. **Special Leave to Be in Writing.** Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.
- F. **Special Leave of Absence (Parental).** Parental Leave: Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year.

In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave. Any leave taken under this section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

- G. **Special Leave of Absence (FMLA).** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.
- H. **School Board to Determine Status of Employee on Return.** For each separate case of special leave without pay, the School Board, shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for the class. Employees are normally reinstated to their original position where the leave is mandated by state statute.
- I. **Military Leave of Absence.** Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
  - 1. **Reinstatement of Employee on Military Leave of Absence.** Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
    - a. That the position has not been abolished;
    - b. That the employee is not physically or mentally disabled from performing the duties of such position;
    - c. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for reinstatement within forty-five (45) days;
    - d. That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.

Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.

2. **Employee on Probation May Receive Military Leave of Absence.** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that he/she becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.
  3. **Military Leave of Absence with Pay Up to Fifteen (15) Calendar Days Per Year as Required by Minnesota Statutes, Section 192.26 Or Any Act Amendatory Thereof.** Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to leave with pay from the School District during the time the employee is working.
- J. **Union Leave.** Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union negotiating team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency. Upon the written request of the Union, leave shall be granted to employees who are appointed fulltime representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union leave. Leave time for service on a Union Master Negotiating Team/Assembly, supplemental negotiations, Agency meet and confers and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of sick leave accrual. Leave time for service on a Union Master Negotiating Team and attendance at meet and confers established by the Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.
- K. **Jury Duty.**
1. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty.
  2. The employee will receive his/her regular contractual salary while on jury duty; however, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.
- L. Any other reason for which the granting of a leave of absence is required by law.
- M. Any employee on leave of absence may, if he/she so elects remain in the School District's hospitalization group up to a maximum of one (1) year, provided he/she pays all the premiums quarterly in advance to the School District.

## **ARTICLE 14**

### **Service Ratings**

- A. **Service Ratings.** The Human Resources Manager in cooperation with the School District shall recommend plans for obtaining from appointing authority and for checking, analyzing and verifying service ratings showing estimates of the performance and ability of employees working under their supervision, and the School Board may from time to time by order, give effect to such recommendations.
- B. **Factors on Which Employees Are to Be Rated.** Any such recommendations shall include the factors on which employees are to be rated. Such factors may include the quantity and quality of the work performed, the manner in which the work has been performed, observance by the employee during the period of rating of regulations and procedure, and any other factors the Human Resources Manager may deem significant.
- C. **Two Supervisors to Make Ratings.** Whenever service ratings are secured based upon the judgments of rating supervisors, the independent judgments of two (2) or more supervisory officers, at least one (1) of whom shall be the immediate superior of the employee whose services are rated, shall, if possible, be secured.
- D. **Human Resources Office to Maintain Records of Service Ratings.** From service ratings and from investigations made from time to time as it may consider necessary, the Board shall establish and maintain records showing the service ratings of employees in the classified service for use in deciding seniority ties for determining the order of layoff, in discovering whether an employee is increasing or decreasing in usefulness, in discovering employees who because of low efficiency ought to be

separated from the service, in aiding supervisors to discover and correct the deficiencies of employees, and in such other manner as may be found desirable.

- E. **Employee May Ascertain Service Ratings.** Any employee may, upon application at the Human Resources Office at any time during the business hours, ascertain his/her own service ratings as recorded and may also, with the consent of the Human Resources Manager, inspect any reports regarding him/her by supervisory officers.

## **ARTICLE 15**

### **Probation**

- A. **Probationary Period.** Any person appointed to a position in the classified service after certification from an eligible list shall be on probation for a period of six (6) months, unless a different period is specified in the job specifications of such tests; provided, that if any employee has been laid off or demoted without fault on his/her part, and has completed his/her probationary period and is appointed to a position in the same class or another class in which he/she has previously served a probationary period, he/she shall not be required to serve a second probationary period; provided further, that if an employee is laid off or demoted without fault on his/her part during the probationary period, and is appointed to a position in the same class from which he/she is laid off or demoted, the probationary period already served shall be carried over to the new appointment.
- B. **Rejection on Probation.** The appointing authority may at any time before the expiration of the probationary period fixed according to these rules reject for cause any person appointed to a position as the result of certification; provided, that the appointing authority shall forthwith report to the Human Resources Manager in writing each rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection. During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant his/her recommending that the employee be granted permanent status, he/she may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) months; provided, the recommendation shall be submitted to the Board in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the employee.
- C. **Name of Rejected Probationer May Be Placed on Re-Employment List.** Any probationer rejected as provided in the preceding section shall be considered permanently separated from the position he/she has held; provided, that an employee promoted and then rejected during the probationary period shall have the right to assume the position from which he/she was promoted if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, the Human Resources Manager shall place his/her name on the re-employment list for the class from which he/she was promoted and upon the re-employment list of all lower classes in the same series.
- D. **Appointing Authority to Notify Human Resources Manager of Probationer's Work.** Within ten (10) workdays preceding the end of the probationary period, the appointing authority shall report to the Human Resources Manager in writing whether in his/her opinion the employee's work has been such as to indicate that he/she is able and willing to perform his/her duties in a satisfactory manner.

## **ARTICLE 16**

### **Re-Employment Rights**

- A. **Re-Employment List.** The name of any person holding a permanent position in the classified service who has performed his/her duties satisfactorily and has been laid off without fault on his/her part, or of any person on probation who has performed his/her duties satisfactorily and has been laid off without fault on his/her part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board has withdrawn his/her resignation, and who has not been restored to his/her position.
- B. **Arrangement of Names on Re-employment List.** The names shall be arranged on the re-employment list for each class in the order of their seniority in that and higher classes in the same series, provided, that after a period of two (2) years any name shall be removed from the re-employment list for the class and the person notified of such action unless the period is further extended by the School Board; provided further, that the appointing authority may remove from any re-employment list the name of any person who, without giving a satisfactory reason, refuses to accept an appointment offered him/her.

- C. Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of A and B of this Article.

**ARTICLE 17**

**Classifications**

- A. The Union and the Employer agree that there shall be established job classifications as provided in Addendum "A". In the event a new or modified job specification or new title is proposed, the pay rate for said modified position or new title, if any, shall be set by negotiation between the Employer and the Union.
- B. **New Classified Positions.** The Employer will classify the position, develop a job description, provide a copy of the job description to the Union and notify the Union in writing of the appropriate classification and the rationale for the decision. If, after discussing the matter, the Union does not concur, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.
- C. **Reclassified Positions.**
  - 1. The Employer will initially audit the position, provide the Union with an updated copy of the job description and notify the Union in writing of appropriate classification and the rationale for the decision. If the Union is not satisfied, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.
  - 2. The Union shall have the right to initiate an audit in accordance with Section 1 above.
- D. The School District shall furnish the Union with a copy of all job descriptions.

**ARTICLE 18**

**Extra Positions**

- A. **Temporary Positions to Become Permanent After (67) Working Days.** When a temporary employee has been employed for fifty (50) working days, the appointing authority shall determine if the position is to be considered a permanent one. If the position is to be considered permanent, the appointing authority shall so substantiate it as such and proceed to fill the position pursuant to the hiring and promotion procedures. The temporary employee shall be displaced as soon as arrangements can be complete for the regular employee to begin work, provided that the temporary employee shall not be permitted to work beyond sixty-seven (67) working days. The Union shall be notified whenever a temporary employee begins work in an extra position.

**ARTICLE 19**

**Holidays**

- A. All Food Service employees in the bargaining unit shall receive the following as paid holidays:

Labor Day – Effective 2015-2016  
Thanksgiving and the day after Thanksgiving  
Christmas – Effective 2005-2006  
New Years Day – Effective 2006-2007  
Spring Break week (five (5) days paid)  
Memorial Day, the last Monday in May

In the event that during the term of this Agreement any of such days shall be days with school in session, the employees shall work such days without holiday pay and an equivalent number of paid holidays shall be designated by mutual agreement of the Union and the School District.

- B. Any employee required to work on any of the aforementioned paid holidays, shall be compensated at time and one-half.
- C. Food Service employees in the bargaining unit working during summer school session and working the scheduled day before and the next scheduled working day after July 4 shall receive July 4 as a paid holiday, except that when such day falls on Saturday, the preceding day shall be a paid holiday instead, and when such falls on Sunday, the following day shall be a paid holiday instead.

- D. Eligibility. All employees must have worked on his/her last regularly scheduled day of work immediately proceeding a holiday and worked his/her regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include jury duty, paid bereavement days, paid sick days or be on an authorized paid leave in order to be eligible for holiday pay.

## **ARTICLE 20**

### **Overtime**

Any Food Service employee in the bargaining unit required to work over forty (40) hours per week or on Saturday or Sunday shall be paid at time and one-half for such hours over forty (40) hours per week and such hours worked on Saturdays or Sundays.

## **ARTICLE 21**

### **School Closings**

Up to three (3) non-accumulative days per year shall be paid, provided lunch is scheduled to be served, when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. Up to an additional three (3) non-accumulative sick days can be used per year, provided lunch is scheduled to be served when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. These days will be deducted from employee's accumulated sick leave.

## **ARTICLE 22**

### **Pay Periods, Direct Deposit and Rates of Pay**

- A. Employees shall be paid bi-weekly. The School District may pay such employees in the bargaining unit as it shall designate by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit unions without charge to the employee.
- B. **Rates of Pay.**
1. Wage rates and step procedures shall be paid all employees as per Addendum "A".
  2. In an attempt to develop an equitable method of allotting hours of work to the various Food Service locations, the Union and School District agree to implement the following:
    - a. The hours allowed during the regular school year shall be set for each location by the first Monday of May of each year.
    - b. To establish the hours of a site on which Food Service employees can bid, the specific needs of the location will be considered.
  3. The method referred to in item 2 above for determining hours of work at each location shall not apply to a location if the hours worked at the location(s) are modified by the Supervisor of Food Service due to any of the following reasons. Prior to modifying the hours worked pursuant to this sub-section, the School District shall afford the Union the opportunity to meet and confer pursuant to Minnesota Statute 179A.03, Subd. 10.
    - a. School closings or enrollment changes due to emergency.
    - b. Closing of a kitchen(s), change in food preparation technology or change in location due to program alterations.
    - c. Other variables, which are undetermined at the time.
  4. Any employee taking a higher class of position on a temporary basis shall receive the higher rate of pay of the person whose position he/she is taking if such assignment involves at least one day duration, with the pay differential granted to the employee beginning the first day.
  5. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standards Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Acts, but this shall not affect the other rates provided herein.
  6. Employees of this bargaining unit shall be allowed a free lunch on those days in which lunch is served. Food items chosen for the employee's lunch are not to exceed the adult meal price and must go through the student/employee

meal account system. The meal must be consumed in the school cafeteria. Additional food items above the cost of an adult meal price may be purchased with the employee's own money.

7. Effective August 1, 1977, all employees will work only on those days school is in session and lunch is served or as required by the Supervisor of Food Service, unless otherwise provided for in the Agreement.
8. An employee shall not have his/her hours reduced below that established on June 1 of each year except for the reasons provided in item 3 of this Article. An employee whose hours are reduced during the school year below the hours established on June 1, for reasons provided in item 3 can be required to accept an assignment to an open position as directed by the District for the remainder of the school year. The employee shall be guaranteed the same hours and pay rate for the remainder of the school year. If the employee refuses the assignment, they shall be laid off. If no open assignment exists the employee shall be allowed to bump.

An increase of hours over the hours established on June 1 or decrease in hours to not less than those hours established on June 1 during the school year shall be assigned within the affected building, with seniority and service needs being the determining factors.

- C. **Call Back (Special Events)**. When a special event or call back time is required in a school, the type of work to be done (classification) shall be determined by the Supervisor of Food Service. The Manager/Satellite Manager at the school, if qualified to perform the required tasks in the specified classification, will be asked first. He/she must accept the work at the rate of pay for the classification assigned to the job. If the Manager/Satellite Manager declines the offer, the work shall be assigned to the most senior qualified bargaining unit employee at that school site. If these school site employees decline the opportunity, the supervisor shall then assign the work based on the District wide seniority list and qualifications to all other bargaining unit employees starting at the top of the District wide seniority list and working down

Employees will be paid for the call back time at the regular rate of pay for that classification.

## **ARTICLE 23**

### **Summer Employment and Practices**

Summer workers will be chosen as follows:

- A. **Summer Bid Sheets**. All employees shall receive a single bid sheet (as soon as needs are known) that contains all summer positions available. Each District site is to employ at least one (1) certified employee to the extent required by law. Upon receipt of the bidding notice, employees shall complete the forms and return them to the contract administrator. All employees shall list in numerical order their preferences for assignment for the summer food program. For those employees who will not accept a certain position, there shall be provided an appropriate blank to the left of the position to initial to verify the employee's intent. The Union shall have access to copies of all bids and shall be notified in writing of any employee who is faced with the option procedure.
- B. **Summer Assignments**. Summer bid positions will be assigned according to District seniority. Employees submitting bid requests will be arranged in descending order according to District seniority and shall be assigned their highest choice possible based on seniority and the remaining positions at the time of their assignment.
- C. **Summer Employment in Higher Classifications**. Contract language governing promotions and vacant positions is unambiguous and is still in force. Employees have no seniority rights to positions above their classification level. However, they may be assigned these positions at management's discretion.
- D. **Summer Pay**. Employees working the summer food program shall be paid the rate as identified in the appropriate classification, taking into account the years of seniority.

## **ARTICLE 24**

### **Insurance and Hospitalization Coverage**

- A. **Health Insurance**. The School District will make available to each Food Service employee within the bargaining unit the same group hospitalization coverage for employees and dependents as is or are available to the Teachers' Bargaining Unit.

In the event an alternative health insurance program is offered to employees of this bargaining unit, the District's financial contributions to such an alternative program shall not exceed that which is already provided herein or differ in terms of eligibility requirements from that already agreed to herein.

- B. **Insurance Eligibility.** An employee must work four (4) consecutive weeks or twenty (20) consecutive working days (except in the month of September of each year, three (3) consecutive weeks or fifteen (15) consecutive working days) in a position requiring twenty-four (24) or more hours per week, and notify the Human Resources Department of their desire to obtain benefits, in order to become eligible for benefits under this Article. Employees electing to assume a position requiring less than twenty-four (24) hours per week shall lose benefits under this Article at the conclusion of the month in which the reduction in hours takes place.
- C. **Retiree Benefits.** Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital, medical and dental coverage by paying the full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.
1. **Eligibility.** Eligible employees shall receive a contribution of unused sick leave benefits as defined below to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
  2. **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of one-hundred fifty (150) times the scheduled number of hours worked per day, times the hourly rate in effect at the time of retirement.,
  3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
  4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

It shall be the responsibility of the retired members to notify the Duluth School District in writing if they wish to cancel coverage

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 26<sup>th</sup> birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

- D. **Long-Term Disability Insurance.** The School District shall provide a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect of the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment to be effective for the next calendar year.
- E. **Life Insurance.** Group term life insurance in the face amount of fifty thousand and no/100ths dollars will be provided for each employee off the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost. (An employee can apply for the supplemental life insurance at Open Enrollment.)
- F. **Dental Insurance.** The School District shall provide for each employee, single dental insurance coverage as provided for in the Teachers' Bargaining Unit.
- G. **Insurance Coverage Over the Summer.** Group Health, Life, Dental, and Long-Term Disability coverage shall be maintained for eligible employees of this bargaining unit during periods when school is not in session.
- H. The School District will continue to provide the employees the ability to contribute to a 403(b) Plan.

## **ARTICLE 25**

## Grievance Procedure

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. Grievances concerning the interpretation or application of Civil Service Rules shall first be brought to the attention of the Supervisor of Food Service of the School District and then directed to the Civil Service Board for consideration. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

### A. Definitions.

1. A "grievance" is an action instituted under this article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents, or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "days" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

### B. Representation Rights.

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

**Step I** - The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication, or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the Supervisor of Food Service of the School District, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The Supervisor of Food Service or his/her designee shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee. A decision in writing by the Supervisor of Food Service or his/her designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

**Step II** - In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Superintendent of Schools, the Superintendent of Schools shall set a hearing within five (5) days of the filing of an appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (the Superintendent of Schools) of the decision at Step I, and shall so notify the aggrieved employee and the Union. The Superintendent or his/her designee shall then proceed to such hearing and notify the aggrieved employee and the Union of his/her decision in writing within ten (10) days of the hearing.

- C. **Arbitration.** The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of his/her selection. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of the arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have

authority to amend, alter or in any way change the terms of this Agreement or to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceeding it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

**D. Miscellaneous Provisions.**

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event, or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.
2. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
3. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
4. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
5. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
6. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Supervisor of Food Service shall first authorize any hearings at Step I during work hours.
7. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States within the time period specified in this procedure.

**ARTICLE 26**

**Renewal**

- A. This Agreement shall continue and remain in full force and effect until June 30, 2021, and from year to year thereafter unless either party hereto shall give written notice to the other on or before ninety (90) days prior to July 1, 2021, of such party's desire to inaugurate collective bargaining discussions over changes of any one or more Articles of this Agreement. In the event any of the employees in this bargaining unit are performing work for the School District after June 30, 2021, and prior to the beginning of the school year 2021-2022, this Agreement shall apply to such period of employment including the wage and other provisions hereof.
- B. It is agreed that notice and substance of changes and the language desired shall be mailed to the concerned parties ninety (90) days prior to renewal date.

- C. It is agreed that in carrying out the terms and conditions of this Agreement, neither party will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, or physical impairment to the extent prohibited by law.
- D. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that such matters were intentionally omitted from the Agreement and are not subject to future negotiation until the termination of the Agreement as provided herein.

**ARTICLE 27**

**In-Service Training**

All Managers Head Cooks and Cooks shall be offered a total of eight (8) hours paid in-service training and all other employees in the bargaining unit shall be offered a total of four (4) hours paid in-service training during each fiscal year. The training shall be scheduled during student conference or teacher in-service days.

**ARTICLE 28**

**Labor Management Committee**

A Labor Management Committee shall be established. The Committee will meet at least three times each year.

**ARTICLE 29**

**Access to Premises**

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

**ARTICLE 30**

**Savings Clause**

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.

**Term of Agreement**

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota and remain in effect until June 30, 2021.

Dated at Duluth, Minnesota this 2<sup>nd</sup> day of November, 2020.

AFSCME Council 5

By: \_\_\_\_\_  
Field Representative

By: \_\_\_\_\_  
Field Director

By: \_\_\_\_\_  
Local 66 President

Independent School District No. 709

By: *Jane Lofeld*  
Chairperson, School Board

By: *Alanna Oswald*  
Clerk, School Board

AFSCME Council 5

By: *[Signature]*  
Field Representative

By: *[Signature]*  
Field Director

By: \_\_\_\_\_  
**Dennis**  
**Frazier**  
Local 66 President

**ADDENDUM A-1**

<b>2020-2021</b>					
<b>CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>5 YEARS</b>	<b>10 YEARS</b>	<b>15 YEARS</b>
Production Manager	17.06	18.14	18.31	18.48	18.57
Head Cook	16.18	17.17	17.33	17.48	17.55
Satellite Manager I	16.18	17.17	17.33	17.48	17.55
Satellite Manager II	15.07	15.65	15.79	15.96	16.03
Cook *	15.07	15.65	15.79	15.96	16.03
Helper	11.78	12.96	14.50	14.64	14.71

An employee who has at least fifteen (15) years of continuous service with the District shall be eligible to receive a longevity award of \$25.00 per month.

Longevity payment will commence at the beginning of the next biweekly pay period after the employee's anniversary date.

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service toward eligibility for the longevity award.

## ADDENDUM A-2

### Satellite Manager I Schools

Denfeld  
East  
Laura MacArthur  
Lincoln Park  
Myers-Wilkins  
Ordean East  
Piedmont

### Satellite Manager II Schools

ALC  
Congdon Park  
Homecroft  
Lakewood  
Lester Park  
Lowell  
Rockridge  
Stowe

## **MEET AND CONFER**

### **(Not Subject To Arbitration)**

The School District and members of the Food Service Bargaining Unit (representatives to be identified by the Union) shall meet and confer pursuant to the provisions of PELRA prior to the May bid of each year for the purpose of establishing hours to be worked by position in the unit for the next or forthcoming school year. The Supervisor of Food Service/designee shall meet with seven (7) employees selected by the unit. The purpose of such employee consultation shall be strictly advisory.



INDEPENDENT SCHOOL DISTRICT 709  
215 N. FIRST AVENUE E., DULUTH, MINNESOTA 55802

PHONE: (218) 723-4117  
FAX: (218) 723-2312

March 20, 1996

Mr. Erik Peterson Letter  
Business Representative  
AFSCME Council No. 96  
211 W. Second Street  
Duluth, MN 55802

RE: ISD No. 709/Food Service  
Scheduling Non-Bargaining Unit Employees

Dear Mr. Peterson:

This will confirm that during negotiation of the 1995-97 Food Service employees unit agreement as follows:

Non-bargaining unit employees (non-supervisors) scheduled to work more than two hours per day shall only be scheduled between one-half hour before lunch service begins and one-half hour after lunch service ends.

We have also agreed to enter into a Stipulation For Unit Clarification Order, a copy of which is attached. The District agrees to treat current bargaining unit employees who are scheduled to work less than 12.5 hours per week as members of the bargaining unit through the end of the 1995-1996 school year.

Our representative signatures below will signify agreement to the terms of this letter, the same as if set forth in the collective bargaining agreement itself.

Dated this \_\_\_\_\_ day of April, 1996.

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL 96, LOCAL 66

INDEPENDENT SCHOOL DISTRICT  
NO. 709, DULUTH, MINNESOTA

BY: \_\_\_\_\_  
Its President, Local 66

BY: \_\_\_\_\_  
Its Chair

BY: \_\_\_\_\_  
Its Executive Director

BY: \_\_\_\_\_  
Its Clerk

BY: \_\_\_\_\_  
Its Business Representative

BUREAU OF MEDIATION SERVICES

STATE OF MINNESOTA

IN THE MATTER OF:

INDEPENDENT SCHOOL DISTRICT  
NO. 709, DULUTH, MINNESOTA

-and-

**STIPULATION FOR UNIT  
CLARIFICATION ORDER**

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 96, LOCAL NO. 66  
DULUTH, MINNESOTA

The above-named parties, by and through their undersigned duly authorized representatives, hereby stipulate and agree as follows:

1. For the purpose of defining "public employee" status within the meaning of Minn. Stat. Sec. 179A.03, subd., 14, thirty-five percent (35%) of the normal workweek in the Food Service employees bargaining unit shall equal 12.5 hours per week.
2. The Commissioner is jointly requested to enter a Unit Clarification Order pursuant to the terms of this Stipulation, with said Order to be effective as of the date of the Commissioner's certification.

Dated this \_\_\_\_\_ day of March, 1996.

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL 96, LOCAL 66

BY: Dennis Frazier  
Its President, Local 66

BY: [Signature]  
Its Executive Director

BY: [Signature]  
Its Business Representative

INDEPENDENT SCHOOL DISTRICT  
NO. 709, DULUTH, MINNESOTA

BY: \_\_\_\_\_  
Its Chair

BY: \_\_\_\_\_  
Its Clerk

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Paul & Mary Windberg	\$500.00	Nordic Ski	
Duluth Public Schools	Anonymous	\$95.00	None	Anonymous donation via Mightycause Charitable Foundation
East	Canadian National Railway CN	\$500.00	PPE	This was a donation to the Construction Technology program for personal protection and safety equipment.
Headstart	Janet Killough	\$50.00	None	
Laura MacArthur	Duluth Elks Lodge #133	\$1,100.00	Various	School Supplies, Healthy Snacks or COVID Supplies
Laura MacArthur	Our Savior's Lutheran Evangelical Church	\$110.00	LEGO Robotics	
Laura MacArthur	Karen Hanka	\$300.00	None	
Lester Park	Lester Park Foundation	\$5,270.00	1/2 of the IXL cost for our 2nd-5th students	They will be paying for the other 1/2 once we get the bill later this school year
Lester Park	Marshall Hardware	In Kind	Used for the Giving Tree project	24 small trees
Lincoln Park	Duluth Elks Lodge #133	\$1,100.00	Various	School Supplies, Healthy Snacks or COVID Supplies

Myers-Wilkins	Duluth Elks Lodge #133	\$1,000.00	Various	School Supplies, Healthy Snacks or COVID Supplies
Ordean-East	Benjamin J Marcusen / Jennifer E McDowell	\$50.00	Robotics Club	
Ordean-East	Amy A Bergstrom	\$50.00	Robotics Club	
Piedmont	Duluth Elks Lodge #133	\$1,100.00	Various	School Supplies, Healthy Snacks or COVID Supplies
Piedmont	R J Larson Financial Services Inc	\$1,000.00	PBIS	PBIS program incentives
Stowe	Gary Milkhouse Derek Medved	\$20.00	Returning crossing guards	\$5 gift card for crossing guards from last year who are helping out on bus/crossing corners.

**RESOLUTION**  
Release and Pledge of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby releases the \$250,000 par value FMNT note, CUSIP number XXXXXXF70, pledged as collateral by Harbor Pointe Credit Union.

BE IT FURTHER RESOLVED, By the School Board, that it accepts the pledge collateral of a \$250,000 par value FNNT note maturing 11/3/2025, CUSIP number XXXXXX2G5 in exchange for the released collateral noted above.

**RESOLUTION**  
2021 Legislative Platform

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2021 Duluth School District Legislative Platform be adopted.

## LEGISLATIVE PLATFORM 2021

### **Special Education Funding – Finishing the Work We Started Together**

Duluth Public Schools continues to feel the effects of the special education funding gap that occurred in 2016. The House Education Committee heard our story and included the correction in their Omnibus bill during the 2019 regular session, but unfortunately this request, along with many others, was removed during the 2019 special session. The 2020 Legislative session understandably focused on Covid-19, so we keep this important issue on our priority list and look forward to building on the work we have done with legislators to see this issue, and others, as part of a legislative conversation.

- A permanent increase to the District's Special Education base in FY22
- A one-time payment of \$4.5 million to fill the gap that was created by the artificially low base created in FY16 under the new formula
- Additional cross-subsidy aid payment for districts "over the cap" in FY16-FY20
- Support for the School Finance Working Group, facilitated by the Minnesota Department of Education (MDE), to focus on tuition billing rate adjustments

### **Support Covid-19 Funding Gap with Enrollment Adjustment**

School Districts throughout the state are struggling with current year enrollment losses due to Covid-19. ISD #709 supports using the greater of the current year enrollment or final FY20 enrollment as a basis for FY21 state funding formulas.

### **Increase Basic Formula Allowance**

The basic allowance is a universal district support that impacts every student, every day. As the Legislature grapples with its own budget challenges, creating a sustainable basic formula allowance with metered increases will provide school districts the local control and flexibility to address unique financial challenges in these uncertain times.

- Adjust the FY22 basic allowance to 3%
- Add an annual cost of living increase

### **Expand Eligible Uses for Long-Term Facilities Maintenance (LTFM) Revenue**

School Districts throughout the state struggle to maintain safe and educationally focused buildings and facilities. Limitations in the use of LTFM funding force districts to choose inefficient plans, or, in some cases, not moving forward on critical facility improvements. The following items should be included as eligible expenses through LTFM funding:

- Safety and security
- Energy efficient replacement plans and improvements

- Remodeling costs for career & technical programming
- Replacement of snow removal equipment
- Technology infrastructure

### **School Based Early Education Programs - for all learners**

Investments in early education throughout the state are making a difference for Pre-K learners. Duluth Public Schools participates in the Voluntary Pre-K (VPK) program, but due to the eligibility restrictions, it is not available throughout the District. More flexible revenue uses, along with more opportunities for application amendments and funding collaboration, would be important components to best meet the needs of all early learners.

- Fully fund the expansion of school-based early education programs allowing school district flexibility in implementation and design to best meet the needs of the local community.

### **Mental Health Professionals**

While over half of the schools in Minnesota are benefiting from School Linked Mental Health Services Grant funding, districts like Duluth Public Schools continue to see a gap in funding, with only partial elementary level services covered by the current grant. Expanding this grant, and providing complementary funding directly to districts, will allow greater support to students in need of critical care coordination and provide district staff and families mental health educational opportunities.

- Increase State grants to fully fund mental health professionals on an ongoing basis.

### **Increase Support for Full-Service Community Schools Model**

Full Service Community Schools work to coordinate holistic systems of support to ensure the needs of all students are met. Recognizing the importance of this cooperative investment, Duluth Public Schools was one of the initial districts to develop a service model meant to grow and expand to meet K-12 needs. Additional and adequate funding is needed help Duluth and other Full Service Community School districts address the vital supports for students and families through this collaborative model.

- Provide funding for planning and implementing Full Service Community Schools

## RESOLUTION

### Scheduling a Public Hearing on the Plan to Sell Historic Old Central High School and the Alternatives for Programs and Staff Located Therein

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

Section 1. Authority and Plan. Under and pursuant to the authority contained in Minnesota Session Laws of 2020, 5<sup>th</sup> Special Session, Article 8, Section 4 (the “Act”), the District is authorized to develop a plan to sell Historic Old Central High School (“HOCHS”) and describe the alternatives for the programs and staff currently located therein (the “Plan”). Additionally, the Plan must document the current operating costs of HOCHS, the expected maintenance costs for HOCHS over the next 20 years and document potential building projects to be constructed under the Plan. The Act requires the Board to hold a public hearing on the Plan and the proposed building projects.

Section 2. Public Hearing. The CFO, Executive Director of Business Services, or her designee, is authorized and directed to publish the notice substantially in the form attached hereto as Exhibit A, in the official newspaper of the District not less than 10 days nor more than 30 days prior to March 2, 2021, the date set for the public hearing. As a decision on whether the public hearing will be held in person or remotely cannot be made at this time, the CFO, Executive Director of Business Services shall add additional language to Exhibit A to advise the public on the options and procedure to provide public testimony on the proposed Plan.

**EXHIBIT A - DRAFT**

**NOTICE OF PUBLIC HEARING ON THE PLAN TO SELL HISTORIC  
OLD CENTRAL HIGH SCHOOL AND THE ALTERNATIVES FOR  
PROGRAMS AND STAFF LOCATED THEREIN**

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

NOTICE IS HEREBY GIVEN that the School Board of Independent School District No. 709 (Duluth), Minnesota, will meet on Tuesday, March 2, 2021, at 6:00 p.m., or as soon thereafter as reasonably possible in the Historic Old Central High School Board Room, 215 North First Avenue East, Duluth, Minnesota, for the purpose of conducting a public hearing outlining the planned sale of Historic Old Central High School, the alternatives for programs and staff currently located therein and the potential building projects to be constructed as part of the Plan.

A draft of the proposed Plan is available for review at the office of Business Services or on the District's website: [www.isd709.org/district/property](http://www.isd709.org/district/property).

Expectations for the public hearing, including rules of decorum, will be posted on the District website at [www.isd709.org](http://www.isd709.org). Please visit the District website for additional information about the public hearing, including information on how to submit public comment either in writing or in person at the hearing.

Dated: \_\_\_\_\_, 2021

By Order of the School Board

By John Magas, Superintendent

## RESOLUTION

### Authorizing the Issuance of Taxable Full-Term Refunding Certificates of Participation, Series 2021A

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

#### Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02 The School Board has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Contract, as hereinafter defined (the “Project”).

1.03 By Resolution No. B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of \$111,440,000 pursuant to a declaration of trust.

1.04 Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Contract to finance the Project, and the Commissioner authorized the Project and the levy.

1.05 The District selected U.S. Bank National Association, St. Paul, Minnesota (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of June 1, 2008 (the “Contract”), with the District regarding the acquisition, construction and equipping of the Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the “Declaration”), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Contract in the principal amount of \$111,440,000 (the “2008 Certificates”), were executed and delivered by the Trustee.

1.06 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010, with the Trustee which amended the Contract and a Supplement to Declaration of Trust dated as of October 1, 2010 with the Trustee, which supplemented the Declaration, in connection with the \$5,000,000 Full Term Certificates of Participation, Series 2010C dated October 1, 2010 (the “2010C Certificates”), the proceeds of which financed the Project, as amended.

1.07 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012, with the Trustee which amended the Contract, as amended, and a Supplement to Declaration of Trust, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the \$12,800,424.50 Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012 (the “2012A Certificates”), the proceeds of which financed the Project, as amended.

1.08 Under and pursuant to the Act and Minnesota Statutes 475, Subdivision 1 through 12, the District refinanced the outstanding 2008 Certificates through the issuance of \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated as of August 17, 2016 (the “2016A Certificates”).

1.09 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivisions 1 through 4, the District refinanced the outstanding 2010C Certificates through the issuance of \$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019 (the “2019C Certificates”).

1.10 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 12, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2012A Certificates through the issuance of Taxable Full Term Refunding Certificates of Participation, Series 2021A (the “2021A Certificates”).

Section 2. Sale of 2021A Certificates.

2.01 The School Board has determined to retain an independent municipal advisor to provide pricing opinion services in connection with the sale of the 2021A Certificates. The School Board desires to proceed with the sale of the 2021A Certificates by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), as underwriter.

2.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services (the “Pricing Committee”), are hereby authorized to approve the sale of the 2021A Certificates and to execute a bond purchase agreement for the purchase of the 2021A Certificates with Baird.

2.03 Upon approval of the sale of the 2021A Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 Baird is authorized to prepare and distribute an official statement related to the sale of the 2021A Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2021A Certificates to Baird and executed the related bond purchase agreement by June 30, 2021, this resolution shall expire.

Section 3. 2021A Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2021A Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Contract and in a supplement to the Declaration.

Section 4. Minnesota School District Credit Enhancement Program.

4.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the 2021A Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2021A Certificates when due. The District further covenants to deposit with the Trustee, as bond registrar and paying agent for the 2021A Certificates, or any successor paying agent (the “Bond Registrar”) three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the 2021A Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2021A Certificates or if, on the day two business days prior to the date a payment is due on the 2021A Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District

understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2021A Certificates of this issue remain outstanding.

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

## **RESOLUTION**

### Authorizing the Issuance of Refunding Certificates of Participation, Series 2021B

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

Section 1.        Authority and Background.

1.01     Pursuant to the authority contained in Minnesota Statutes, Section 465.71 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02     The School Board has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Lease Purchase Contract, as hereinafter defined (the “Project”).

1.03     By Resolution No. B-9-09-2680, adopted September 17, 2009, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into a lease purchase agreement pursuant to the Act to finance the costs of the Project and issuing certificates of participation in the rental payments under the lease purchase agreement in the principal amount of \$35,400,000 pursuant to a declaration of trust.

1.04     The District determined to acquire, construct and equip the Project approved by the Commissioner of Education pursuant to the Act, through a Lease Purchase Agreement, dated as of October 1, 2009 (the “Lease Purchase Agreement”) between Associated Trust Company, National Association, as lessor (the “Lessor”) and the District. In order to provide funds for the Project, the District authorized the issuance of \$35,400,000 Certificates of Participation, Series 2009B, dated October 1, 2009 (the “2009B Certificates”) pursuant to a Declaration of Trust by and between Associated Trust Company, National Association, as trustee (the “Trustee”) and the District (the “Declaration”).

1.05     Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010, with the Lessor which amended the Lease Purchase Agreement and a Supplement to Declaration of Trust dated as of October 1, 2010 with the Trustee, which supplemented the Declaration, in connection with the \$1,605,000 Certificates of Participation, Series 2010D dated October 1, 2010 (the “2010D Certificates”), the proceeds of which financed the Project, as amended.

1.06     Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Lease Purchase Agreement dated as of June 1, 2012, with the Lessor which amended the Lease Purchase Agreement, as amended, and a Supplement to Declaration of Trust, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the \$6,340,000 Certificates of Participation, Series 2012B, dated June 27, 2012 (the “2012B Certificates”), the proceeds of which financed the Project, as amended.

1.07     Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District refinanced the 2009B Certificates through the issuance of \$24,130,000 Refunding Certificates of Participation, Series 2019A dated May 29, 2019 (the “2019A Certificates”).

1.08     Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the

outstanding 2010D Certificates and the 2012B Certificates through the issuance of Refunding Certificates of Participation, Series 2021B (the “2021B Certificates”).

Section 2.        Sale of 2021B Certificates.

2.01     The School Board desires to proceed with the sale of the 2021B Certificates by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), as underwriter.

2.02     Any officer of the School Board and the Superintendent or Executive Director of Business Services (the “Pricing Committee”), are hereby authorized to approve the sale of the 2021B Certificates and to execute a bond purchase agreement for the purchase of the 2021B Certificates with Baird.

2.03     Upon approval of the sale of the 2021B Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04     Baird is authorized to prepare and distribute an official statement related to the sale of the 2021B Certificates.

2.05     If the Pricing Committee has not approved the sale of the 2021B Certificates to Baird and executed the related bond purchase agreement by June 30, 2021, this resolution shall expire.

Section 3.        2021B Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2021B Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Lease Purchase Agreement and a supplement to the Declaration.

**Expenditure Contracts Signed  
December 2020**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of December 2020.

**\* Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**\*\* Contract is paid via monies from:**

**DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

**DU** = Department Unrestricted (General Fund)

**G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Cultural Fluency Associates, LLP	\$8,140.00*	Adult Basic Education (DR)	Cultural fluency and competence training
Costin Group Minnesota, Inc.	\$36,000.00*	Business Services (DU)	Perform government relations, public relations and related services
Mary Ann Marchel	\$1,000.00*	Duluth Early Childhood Family Education (DR)	Guide Reflective Teaching Practice team work
Mary Ann Marchel	\$4,500.00*	Duluth Early Childhood Family Education (DR)	Provide mental health consultative services
Marlys Johnson	\$5,000.00*	Duluth Preschool (DR)	Facilitate reflective practice groups
Mary Ann Marchel	\$5,000.00*	Duluth Preschool (DR)	Facilitate reflective practice groups
Salaam Witherspoon	\$2,500.00*	Office of Education Equity (DR)	Develop multiple learning activities for Black History Month; co-facilitate learning sessions
Creation Station Child Care	\$1,575.00*	Special Services (DU)	Preschool planning as required by IEP
Hope for Kids Childcare Center	\$3,000.00*	Special Services (DU)	Preschool planning as required by IEP
Hope for Kids Childcare Center	\$1,320.00*	Special Services (DU)	Preschool planning as required by IEP

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of Nov, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Cultural Fluency Associates LLP , an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** Services will be carried out by Kevin Skwira-Brown of Cultural Fluency Associates LLP Services will be delivered via technology in light of the current precautions relative to COVID-19.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of December 1, 2020 and shall remain in effect until May 1, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** The contractor will utilize the Intercultural Development approach to assessing and developing cultural fluency/competence as well as the Disc Workplace Profile and the Intercultural Conflict Survey to achieve the following outcomes:

- Increase participants' understanding of their approach to engaging cultural similarity and difference as well as their workplace styles.
- Expand understanding of one's own and others' cultural identity.
- Leverage differences within a team to create greater effectiveness; identify ways to work together that were previously unseen.
- Increase capacity to model and promote intercultural competence through one's work with students, families and peers.

These outcomes will be fulfilled through the following activities:

- Introduction to the Intercultural Development approach to increasing cultural fluency
- Individual intercultural, work-style and conflict style assessments
  - The Intercultural Development Inventory (IDI), a cross-culturally valid and reliable measure paired with an individual and confidential in-person or phone interpretation of their results
    - The DiSC Workplace Profile
    - The Intercultural Conflict Survey
- 3 sessions lasting 3-hours each, utilizing presentation of concepts, discussion, and activities connected to the assessments and related intercultural skills/concepts aimed

at increasing the team's ability to work cohesively and to engage students, families and peers effectively.

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

No work will involve students

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$N/A hourly and \$8,140 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

**7. Ownership of Materials.** The contractor retains exclusive ownership and rights to use all materials. Handouts may be used and shared by participants with other District staff in carrying out their professional responsibilities.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: CFO Cathy Erickson, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Cultural Fluency Associates LLP, 2702 Northridge Dr, Duluth Mn 55811.

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

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

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

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

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

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data

on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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

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

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

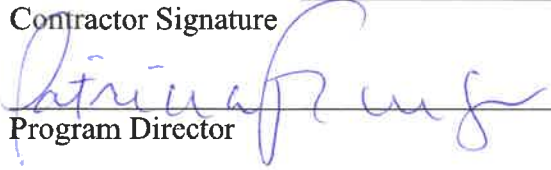
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Kevin Skwira-Brown 81-5215709 10/12/20  
 Contractor Signature SSN/Tax ID Number Date

 11/30/2020  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	520	322	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

 12/01/20  
 CFO / Superintendent of Schools / Board Chair Date

## CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the Duluth Public Schools, a political subdivision of the State of Minnesota, hereinafter referred to as "DPS."

### RECITALS

WHEREAS, Consultant will provide government relations, public relations, and other related services assistance to the DPS; and

WHEREAS, DPS has asked for advice from the Consultant;

NOW, THEREFORE, DPS and Consultant, for good and valuable mutual consideration and with the intent of being legally bound, agree as follows:

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the DPS Superintendent.

2. **Compensation to Consultant:** In consideration of the services to be performed by Consultant pursuant to this Agreement, DPS agrees to make payment to Consultant at the rate of \$ 3,000 per month retainer, no expenses. Consultant shall bill DPS not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of DPS at its next regular monthly meeting following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by Consultant pursuant to this Agreement shall be performed by Jeff Anderson or Gary Cerkvenik personally, unless DPS has given advance approval for services to be performed by another representative of Consultant. All services provided shall be performed to the satisfaction of DPS, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, DPS. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final work product or services.

DPS shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of DPS. Such approval shall be considered to be a modification of this Agreement. Consultant shall notify DPS in writing before it begins any work which will

be the basis for a claim for extra compensation. If such notification is not given or is not approved by DPS in writing before Consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by Consultant except where approved in advance by DPS.

4. **Ownership of Work Product:** All data gathered, prepared or recorded by Consultant pursuant to the terms of this Agreement shall be the property of DPS. Upon request of any duly authorized agent of DPS, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to DPS.

5. **Term:** The term of this Agreement shall be from January 1, 2021, through January 1, 2022, unless earlier terminated in accordance with the provisions of this Agreement.

6. **Cancellation of Agreement:** Either party may cancel this Agreement at any time by giving written notice to the other party at least 3 months prior to the effective date of the termination. Consultant shall receive just and equitable compensation for all work satisfactorily performed pursuant to this Agreement. Notice to DPS shall be mailed or delivered to 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802. Notice to Consultant shall be mailed or delivered to Jeff Anderson, Costin Group Minnesota, Inc., P.O. Box 385, Duluth, MN 55801.

7. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and DPS. Consultant is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of DPS. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of DPS.

9. **Indemnity:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold DPS harmless from any damage, liability or cost (including

reasonable attorneys' fees and costs of defense) to the extent caused by or arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in performance of this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is legally liable. Consultant's indemnification obligation includes, but is not limited to, infringement of patent or copyright laws.

10. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement on the basis of race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

11. **Data Practices Act Compliance:** Consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DPS in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to herein by either Consultant or DPS. In the event that Consultant receives a request to release the data referred to above, Consultant shall immediately notify DPS. DPS will provide instructions to Consultant concerning the release of the data to the requesting party before the data is released.

12. **Access to Records/Audit:** DPS, its authorized representative(s), or the State Auditor shall have full access to all records relating to the performance of this Agreement. Consultant agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such records for one (1) year following the termination of this Agreement. Such records shall be made available for audit or inspection upon request of DPS or its authorized representative.

13. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

14. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between DPS and Consultant relating to the subject matter hereof.

15. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced

to writing, signed by authorized representatives of DPS and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, DPS and Consultant have executed this Agreement as of this 4<sup>th</sup> day of December, 2020

DULUTH PUBLIC SCHOOLS  
215 N 1<sup>ST</sup> AVE E  
DULUTH, MN 55802

COSTIN GROUP MINNESOTA, INC.  
P.O. BOX 385  
DULUTH, MN 55801

By: *Cathie E. Iser*  
Its CFD

By: *Gregory A. Madon*  
Its President

01-E-012-110-000-305-000

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 21 day of October, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2020 and shall remain in effect until June 11, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide mental health consultative services for ISD 709 Duluth Early Childhood Family Education First Year Program. Scope of services to include observe children, consult with staff and parents as part of a collaborative team supporting families on a variety of mental health related issues.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and not to exceed \$4500 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jay Roesler, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

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

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

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

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

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

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

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

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

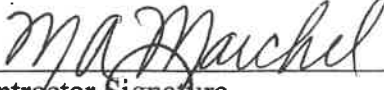
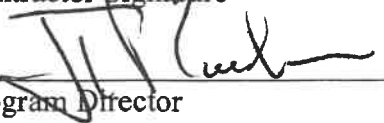
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 12-3-20  
  
 Program Director \_\_\_\_\_ Date 12-14-20

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	580	211	305	000

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 12-17-20

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21 day of October, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2020 and shall remain in effect until June 11, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education (ECFE) program. Scope of services to include guiding Reflective Teaching Practice team work with ECFE certified staff.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and not to exceed \$1000 in total.

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

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jay Roesler, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23 day of November, 2020 , by and between Independent School District #709, a public corporation, hereinafter called District, and Marlys Johnson, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** Facilitate Reflective Practice groups for the Duluth Preschool staff during the 2020-2021 school year.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November, 23, 2020 and shall remain in effect until June 11, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Facilitate Reflective Practice groups for the Duluth Preschool staff during the 2020-2021 school year.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$5,000 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Sherry Williams, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1705 W Hwy 61 PO 729 Grand Marais, MN 55604.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Maelys Johnson \_\_\_\_\_ Date 12/7/20  
 Contractor Signature SSN/Tax ID Number

Sherry William \_\_\_\_\_ Date 12.21.20  
 Program Director

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	579	503	303	151
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

Carlene E. Dor \_\_\_\_\_ Date 12-22-20  
 CFO / Superintendent of Schools / Board Chair

MS

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23 day of November, 2020 , by and between Independent School District #709; a public corporation, hereinafter called District, and Mary Ann Marchel an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** Facilitate Reflective Practice groups for the Duluth Preschool staff during the 2020-2021 school year.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of November, 23, 2020 and shall remain in effect until June 11, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** Facilitate Reflective Practice groups for the Duluth Preschool staff during the 2020-2021 school year.

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$5,000 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Sherry Williams, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Ann Marchel, 3929 Rockview Ct, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

MA Marchel \_\_\_\_\_ 12-3-20  
 Contractor Signature SSN/Tax ID Number Date

Sherry Williams \_\_\_\_\_ 12-14-20  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	579	503	303	151
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

Carrie Elbow \_\_\_\_\_ 12-17-20  
 CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16th day of December , 2020 , by and between Independent School District #709, a public corporation, hereinafter called District, and Salaam Witherspoon , an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 21, 2020 and shall remain in effect until June 30, 2021 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *The contractor shall develop multiple learning activities for students, staff, and families of Duluth Public Schools to engage in for the celebration and acknowledgement of Black History Month (February 2021). The contractor shall also co-facilitate selected learning sessions with staff members of the OEE Program.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 hourly and \$2,500.00 (Two-thousand five-hundred dollars) in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Naawakwe aka William Howes, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2412 W. 1st Street, Duluth, MN 55806. 218-260-3520

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Salvador W. Witherston \_\_\_\_\_ 12/21/2020  
 Contractor Signature SSN/Tax ID Number Date  
[Signature] \_\_\_\_\_ 12/21/2020  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	640	313	305	315
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

Anthony E. Doe \_\_\_\_\_ 12-22-20  
 CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of December, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 7, 2020 and shall remain in effect until June 4, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet the needs documented in Individualized Education Program (IEP)

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming daily (2 days per week) Tuesdays and Thursdays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811**

The approximate date the service will begin is **December 7, 2020** and shall not extend beyond **June 4, 2021**; the contract not to exceed a total of **45 Days** (attending 2 days per week - Tuesdays and Thursdays from 8:30 am to 2:30 pm). The District will pay 2 days per week @ \$35.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.

3. **Background Check.**

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$35.00 per day and \$1,575.00 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

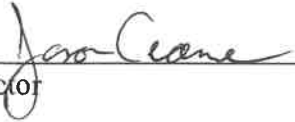
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		12/4/20
Program Director		Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	12/7/20
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22nd day of December, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare Center, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 23, 2020 and shall remain in effect until June 4, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet the needs documented in Individualized Education Program (IEP)

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming daily (3 days per week) Wednesdays, Thursdays, and Fridays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **301 W. St. Marie Street, Duluth, MN 55803**

The approximate date the service will begin is **December 23, 2020** and shall not extend beyond **June 4, 2021**; the contract not to exceed a total of **60 Days** (attending 3 days per week - Wednesdays, Thursdays, and Fridays). The District will pay 3 days per week @ \$50.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.

### 3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 per day and \$3,000.00 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Hope for Kids Childcare Center, 301 W. St. Marie Street, Duluth, MN 55803

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

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

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

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

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

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

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

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


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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		12/22/20
Program Director		Date

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	12-28-20
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18th day of December, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare Center, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 14, 2020 and shall remain in effect until June 3, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet the needs documented in Individualized Education Program (IEP)

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming daily (3 days per week) following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **301 W. St. Marie Street, Duluth, MN 55803**

The approximate date the service will begin is **December 14, 2020** and shall not extend beyond **June 3, 2021**; the contract not to exceed a total of **66 Days** (attending 3 days per week - from 7:30 am to 3:30 pm). The District will pay 3 days per week @ \$60.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$60.00 per week and \$1,320.00 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Hope for Kids Childcare Center, 301 W. St. Marie Street, Duluth, MN 55803

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

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

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

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

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

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

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

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

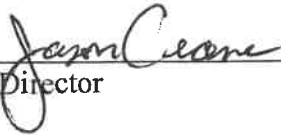
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		12/18/20
Program Director		Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	12/21/20
CFO / Superintendent of Schools / Board Chair	Date

# WORK-STUDY AGREEMENT

Between

ISD 709 Tutor Program

(Organization)

Federal, State or local public agency or  private, non-profit organization  
(Please mark one)

and

The College of St. Scholastica, Duluth, Minnesota

The parties agree as follows:

A. The College of St. Scholastica (Institution) agrees:

1. To make available to the Organization during the period of this agreement, eligible students selected and employed by the Institution under the provisions of the College Work-Study Program to perform specified work assignments under the direct supervision of qualified personnel of the Organization to be approved by the Institution.
2. Students made available under this agreement, if eligible, will be limited to College Work-study guidelines as established by the U.S. Department of Education.
3. As Employer, will pay compensation for the services of all students under the work-study program made available to the Organization in accordance with schedules agreed upon by the parties from time to time, to be attached to this agreement.
4. As Employer, is responsible to pay all payroll taxes and costs incurred under the Worker's Compensation Law.
5. At the request of the Organization, to terminate employment of any student from the Organization.

B. The Organization agrees:

1. That work to be performed for the Organization under the terms of this agreement will either be related to the student's occupational objective or be work in the public interest which would not otherwise be provided.
2. That said work will not result in the displacement of employed workers and will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee.
3. That the work accomplished under this agreement will not involve any political activity nor will it involve construction, operation or maintenance of a facility for religious worship.

4. That students made available to the Organization under this agreement will not work more than 40 hours in any week.
5. To pay to the Institution twenty-five percent of the total salary paid to the student while he/she is performing services under the work-study program for the Organization. This applies to those students that qualify for federal/state work-study funding. This compensation will be deducted from the funds received by the Institution from the Organization prior to the start of the program.
6. To pay to the Institution one hundred percent of the total salary paid to the student while he/she is performing services under the work-study program for the Organization. This applies to those students that do not qualify for federal/state work-study funding. This compensation will be deducted from the funds received by the Institution from the Organization prior to the start of the program.
7. Funds received by the Institution will not exceed \$99,000 as originally agreed upon under separate contract. (Payment by the Organization to students in sections 5 & 6 above, refer specifically to this contract amount and will not exceed the agreed upon amount.)
8. That no student be denied work or subjected to a different treatment under the provisions of this agreement on the grounds of race, color or national origin and that it will comply with the provisions of the Civil Rights Act of 1964 and the regulations of the Department of Health, Education and Welfare which implements that act.
9. To validate hours reported by students through the Institution, by an authorized official of the Organization.

It is further agreed that schedules bearing signatures of an authorized official of the Institution and of the Organization, to be attached to this agreement from time to time, will set forth brief descriptions of the work to be performed by students under this agreement, the total number of students to be employed, the hourly rate of pay and the total number of hours per week each student will utilize.

It is further agreed between the parties that at no time a student performing work for the Organization under this agreement shall be deemed an employee of the Organization.

This agreement is effective from 12/07/2020 to 06/10/2021 (or earlier if the program ends) when approved by representatives of The College of St. Scholastica and ISD 709 Tutor program (Organization).

This agreement may be extended beyond the above date by mutual agreement.

For The College of St. Scholastica:

Jonna Marholz

Student Employment Coordinator

12/07/2020

For the Organization:

Catharine Eilson

Title: CFO

Date: 12/7/20

**No Cost Contracts Signed  
December 2020**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of December 2020:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
College of St. Scholastica (CSS)	Business Services	Work-Study Agreement (accompanies tutoring services agreement signed in November 2020)

**AGREEMENT**  
**School Years 2020-21 and 2021-22**

**THIS AGREEMENT**, made and entered into this 10th day of August, 2020, by and between Independent School District #709, a public corporation, (hereinafter called the “District”) and Arrowhead Regional Corrections/Arrowhead Juvenile Center, an independent contractor, (hereinafter called “Contractor”).

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

The terms and conditions of this Agreement are as follows:

**1. Dates of Service.**

This Agreement shall be deemed to be effective as of September 1<sup>st</sup> 2020, and shall remain in effect until July 30<sup>th</sup> 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

**The District will provide the following services:**

- a) Educational screenings will be done on all juveniles held longer than 72 hours excluding weekends and Holidays and periods when schools is not in session using the educational screening tool identified by the District, unless the juvenile has a current individual education plan and a copy is in the AJC client’s file. (2960 Rule: 125A52 DHS and DOC Education Screening).
- b) Education programs and services will be provided to AJC residents that are consistent with Department of Education rules and statutory requirements governing education of a resident. If it is suspected that a resident has a disability, an educational evaluation must be conducted according to applicable rules to determine if the resident has a disability. Staff will ensure that the appropriate evaluation is completed and will assist a student who has disabilities and needs special education and related services to obtain those services. (2960.0270 Subp. 7.)
- c) Educational services will be provided to residents according to items i-ii, except where not applicable, due to the age of the resident or the resident's short stay in the facility. (2960.0080 Subp. 9.)
  - i) Facilitate educational programs that provide for instruction during the same school calendar established for the other schools in the District, if required by law; get the approval of the education services from the Department of Education
  - ii) Facilitate the resident's school attendance and homework activities.

- d) The District will work with the Contractor to provide transitional programming to ensure a smooth transition back to their home school per the IEP or regular education plan.
- e) The District will work with the Contractor to provide education about chemical health to the resident who has had a problem related to inappropriate chemical use, but who does not have a sufficient chemical use history to refer to treatment. The education must provide the resident with opportunities to examine the problems associated with inappropriate chemical use.

**The Contractor will:**

- a) Meet the physical plant and equipment requirements of the Department of Education for the provision of educational services.
- b) Cooperate with the District to provide the educational services at AJC and provide correctional services as needed to ensure safety for District staff within the facility.
- c) The Contractor will inquire at least every 90 days to determine whether the resident is receiving the education required by law and the resident's individual education plan that is necessary for the resident to make progress in the appropriate grade level. AJC will report the resident's educational progress to the case manager or placing agency. The contractor will facilitate education for any residents who have already graduated.

**3. Background Check.**

The Contractor follows the Department of Corrections and Department of Public Health license rules and does criminal record checks on all employees before they can be hired and work directly with any residents. The District is responsible for following license requirements as required by the Minnesota Department of Education and Minnesota statutes. Both the Contractor and District are precluded from performance of contract until the results of the criminal background check(s) are on file.

**4. Reimbursement.**

The District will provide services to residents of District #709 who are at AJC and bill for residents of Minnesota school districts for reimbursement at the current rate established by ISD #709 in accordance with current state statutes. For out of state school districts, AJC will reimburse the District at the current rate established by ISD #709 in accordance with current state statutes and will bill out of state counties for educational services provided to youth in AJC for more than 72 hours, excluding weekends and holidays. AJC's contracts with out of state counties will specify that the counties will be responsible for educational costs for youth residing at AJC longer than 72 hours.

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

a. There is no exchange of money from the District to AJC. The District bills directly to other districts for payment back to the District.

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

**6. Propriety of Expenses.**

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

**9. Indemnity and defense of the District.**

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

The District hereby agrees to defend, indemnify and hold the Contractor harmless from all claims relating to its work pursuant to this Agreement. In the event that the District breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other

damages the Contractor shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.**

All notices to the District shall be sent in writing to Director of Business Services, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to Contractor shall be sent in writing to Superintendent, Arrowhead Juvenile Center, 1918 Arlington Avenue North, Duluth, MN 55811.

**11. Assignment.**

Contractor shall in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

**17. Insurance.**

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

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

The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with AJC within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10 day notice of cancellation, non-renewal, or material change to all named and additional insureds.

AJC reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against ISD 709. All insurance policies shall be open to inspection by AJC, and copies of policies shall be submitted to AJC upon written request. All subcontractors shall provide evidence of similar coverage.

A. General Liability Insurance.

1. \$500,000 for claims for wrongful death and each claimant for other claims.  
\$1,500,000 Each Occurrence.  
No Less Than \$2,000,000 Aggregate coverage.
2. Policy shall include leased remises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
3. AJC must be named as additional insured.

B. Business Automobile Liability Insurance.

1. \$500,000 Each person;
2. \$1,500,000 Each Occurrence.
3. Must cover owned, leased, or rented vehicles


**18. Workers Compensation Insurance:** per statutory requirements.

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

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

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

**INDEPENDENT SCHOOL DISTRICT NO. 709**

  
\_\_\_\_\_  
Jacob Hintsala, Program Director

  
\_\_\_\_\_  
Catherine Erickson, Chief Financial Officer

**ARROWHEAD REGIONAL CORRECTIONS (ARC)  
ARROWHEAD JUVENILE CENTER (AJC)**

\_\_\_\_\_  
Becky Pogatchnik, AJC Division Director

\_\_\_\_\_  
Wally Kostich, ARC Executive Director

**APPROVED AS TO FORM & EXECUTION**

\_\_\_\_\_  
Assistant St. Louis County Attorney

**Damion Number:** 2020-013932



November 30, 2020

Cathy Erickson, CFO  
Independent School District 709  
215 N. 1st Ave. E., Room 215  
Duluth, MN 55802  
[catherine.erickson@isd709.org](mailto:catherine.erickson@isd709.org)

Dear Cathy Erickson,

Congratulations. Local Initiatives Support Corporation ("LISC") has approved a grant in the amount set forth in the table below to Independent School District 709 (the "Grantee") and the terms and conditions of this Grant are set forth in this grant agreement ("Grant Agreement") as follows:

**Program Action Number 51096-0001**

**Grant Funding and Budget**

Use of Funds	Amount
Wifi hotspot devices and plans	\$85,000
<b>TOTAL:</b>	<b>\$85,000</b>

Any change in the budget of 10% of the total budget or more shall be subject to LISC's prior written approval. LISC reserves the right to approve any professionals or consultants hired with the funds provided under this Grant.

**Term of the Grant**

The Grant term begins on November 1, 2020 and ends on **August 31, 2021** (the "Expiration Date").

**Purpose of the Grant**

The Grant is being provided to the Grantee to support the purchase and distribution of wifi hotspots and plans to students. The ConnectedMN funding will allow the district to safely provide remote education to all school district children in Independent School District 709. The school district will use these funds to provide a way for low-income and other vulnerable students to engage with remote learning online.

In accordance with the Grant Budget, the Grantee hereby agrees to use the Grant in furtherance of its charitable purposes.

**Disbursement Conditions**

Full disbursement will be made upon the following conditions being met:

1. A completed Grant Agreement signed by the Grantee returned to LISC's **Grants and Contract Management** department;
2. LISC's Program Officer's receipt and approval of a disbursement request and a duly completed and executed Private Grant Financial Report (Attachment B);

**Reporting Condition**

1. Grantee will submit a final narrative report.

**Other Grant Conditions and Requirements**

The attached Grant Terms and Conditions (**Attachment A**) shall be incorporated into, and made a part of, the Grant Agreement between LISC and the Grantee.

**Next Steps: Please follow ALL of the steps outlined below. LISC will not disburse funds unless and until this information is completed fully:**

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing requirements for the use of this Grant.
2. An authorized officer of the Grantee must sign the Grant Agreement and email it to [grants\\_contracts@lisc.org](mailto:grants_contracts@lisc.org) copying Emily Nygren at [enygren@lisc.org](mailto:enygren@lisc.org). Please consult this LISC staffer with questions about this Grant, to request disbursement of funds, and to report on progress. **This Grant Agreement must be signed and returned to LISC within thirty (30) days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds**
3. LISC will then sign/fully execute the Grant and email it to the authorized contact person at your organization.

**TERMS OF GRANT ACCEPTED AND AGREED TO:**

**Independent School District 709**

Signature: 

Name: Catherine A. Erickson

Title: CFO

Date: 12/01/2020

**LISC OFFICER COUNTER-SIGNATURE:**

Vanessa  
Ryan

Digitally signed by  
Vanessa Ryan  
Date: 2020.12.09  
09:32:34 -05'00'

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

## Attachment A

### GRANT TERMS AND CONDITIONS

**1. Funds Not Disbursed By the Expiration Date:** All requests for reimbursement of expended funds pursuant to the Grant Agreement (in furtherance of the Purpose(s) of the Grant) must be received by LISC no later than 60 days after the Grant end date. Any Grant funds not expended by the Grantee by the Expiration Date shall be automatically reprogrammed by LISC, and shall no longer be available for disbursement to the Grantee; provided, however, that if the Expiration Date is extended, then the funds shall remain available for disbursement until the new Expiration Date.

**2. Funds Not Disbursed in a Timely Way:** Any funds not drawn down in a timely fashion during the term of the Grant may be deobligated by LISC in its sole discretion after notice to the Grantee. Such deobligation shall be effective as to any Grant proceeds not expended by the Grantee prior to the date of receipt of such notice.

**3. No Disbursement if Non-Compliance.** LISC shall not make any disbursement of the Grant unless on the proposed date of disbursement the Grantee is in full compliance with all these Grant Terms and Conditions set forth in the Grant Agreement. In addition, LISC shall not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

**4. No Disbursement if Default Exists, or Material Adverse Change Has Occurred:** LISC shall not make any disbursement of the Grant if, at the time of the proposed disbursement, the Grantee, or any subsidiary of the Grantee, or any partnership affiliated with the Grantee, is in default under the terms of any LISC financing, whether for the Project or provided by LISC for any other project or purpose. In addition, LISC shall not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of the Grantee or the Project, including, but not limited to, any adverse change in the Grantee's key personnel working on the Project (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

**5. Restrictions on Use of the Grant:** Under Sections 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes. By countersigning this Agreement and returning it to LISC, the Grantee agrees to (i) not use the Grant for purposes prohibited by the preceding two sentences, (ii) use the Grant in furtherance of the Grantee's charitable purposes (as set forth in its Articles of Incorporation and Application For Recognition of Exemption to the IRS), and (iii) promptly reimburse LISC any Grant amounts not used to further charitable purposes.

**6. Compliance with Laws.:** In its use of Grant funds provided by LISC, and in its development, marketing, and operation of the Project, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental) laws, executive orders, rules, and regulations, including without limitation anti-discrimination laws, executive orders, rules, and regulations.

**7. Tax-Exempt Status:** The Grantee represents and warrants that its determination letter from the Internal Revenue Service ("IRS") which states that Grantee's tax-exempt status under Section 501(c)(3) of the IRS code is still in effect as of the date of execution and delivery of the executed Grant Agreement, has not been revoked or modified, and that Grantee has delivered a copy of said letter to LISC. If such determination is revoked or modified, Grantee shall so notify LISC as soon thereafter as possible.

**8. Review of Operations:** LISC may monitor and conduct an evaluation of activities funded by the Grant. Such evaluation may include a visit from LISC personnel to observe the activities funded by the Grant, to discuss said activities with the Grantee's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the Grant. In addition, upon LISC's providing of reasonable advance notice, the LISC Principal Contact shall be permitted to attend at least one Board meeting of the Grantee a year.

**9. Publicity:** The Grantee agrees that LISC may include information regarding the Grant and the Project in its periodic public reports. The Grantee shall also make best efforts to provide LISC with reasonable advance notice of any groundbreaking or ribbon-cutting events for the Project. LISC may refer to the Grant in press releases, and asks that until such a press release is issued, the Grantee not make any public announcement relating to the Grant without first consulting the LISC contact person. A copy of all issued press releases shall be promptly sent to such contact person. In addition, the Grantee agrees to acknowledge receipt of this grant from LISC in relevant and appropriate publications.

**10. Assignment or Delegation and Subcontracting:** The Grant Agreement and the rights and duties under the Grant Agreement must not be assigned, delegated or subcontracted by the Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of the Grant Agreement without said consent of LISC shall be void. In addition, LISC reserves the right to approve any professionals or consultants hired with funds under this Grant.

**11: Amendment of Term of Grant.** LISC shall consider, but is not obligated to agree to, requests by the Grantee to extend the Expiration Date or make other modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) LISC's Principal Contact has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of LISC shall have executed a written agreement describing the terms of the amendment. Note that any change in a line item of the budget in

excess of 10% or totaling more than \$1,000 (whichever is greater), shall not be made without an amendment to the Grant Agreement by LISC.

**12. Certification.** Grantee is not now, nor has it ever been, named on (i) the list of Specifically Designated Nationals and Blocked Persons established pursuant to Executive Order 13224 and maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or any successor agency or other entity, or (ii) any other list of terrorists or terrorist organizations maintained by any agency of the United States or any other governmental authority. The Grantee shall submit such information as LISC may reasonably request to enable LISC to confirm that the Grantee, is not named on any such list.

The Grantee certifies that any consultant or contractor hired under this Grant is not:

- (i) listed in any sanctions-related list of designated persons maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, the U.S. Department of State or any other applicable authority ("Sanctions Authority"); and
- (ii) operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions ("Sanctioned Country").

The Grantee agrees to maintain documentation on file of the results verifying that the consultant or contractor it retains under this Grant is not listed in any sanctions-related list of designated persons; or operating, organized, or resident in a country, region or territory that is a Sanctioned Country.

**13. Signature Required.** If this Grant Agreement correctly sets forth the Grantee's understanding of and agreement to the Terms and Conditions of the Grant, please indicate acceptance of and agreement to said Terms and Conditions by having an authorized officer of the Grantee should sign and date this Grant Agreement in the space provided above.

Exhibit B

FIRST AMENDMENT TO  
SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT 709  
(ADULT BASIC EDUCATION PROGRAM &  
AREA LEARNING CENTER)  
AND  
CITY OF DULUTH FOR THE  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
WORKFORCE DEVELOPMENT DIVISION  
  
PATHWAYS TO PROSPERITY  
CONNECTIONS TO CAREERS IN HEALTHCARE AND CONSTRUCTION

This First Amendment, effective as of the date of attestation by the City Clerk (“Effective Date”) is by and between the CITY OF DULUTH, (the “City”) and INDEPENDENT SCHOOL DISTRICT 709 on behalf of its ADULT BASIC EDUCATION PROGRAM & AREA LEARNING CENTER, (the “Grantee”).

WHEREAS, the City and Grantee entered into a Sub-recipient Funding Agreement (“Agreement”) on or about December 20, 2019 (Approved by Resolution No. 19-0851) (City Contract No. 23836).

WHEREAS, the Work Plan and Budget for the Pathways to Prosperity Program grant (the “Program Grant”) from the State of Minnesota, acting by and through the Department of Employment and Economic Development, Workforce Development Division (“DEED”) has been modified; and

WHEREAS the City desires to modify the grant funding to Grantee for performance of its obligations under the Agreement, to modify the PSP/Work Plan/Budget plan attached as Exhibit A of the Agreement and the Grantee’s Budget attached as Exhibit D of the Agreement, to add an obligation to follow the calendar of training referenced in a new Exhibit G, to extend the time of performance, and to clarify that the Agreement may only be amended in writing, including a possible extension to SFY2021 approved by DEED.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this First Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. Section 1 AWARD is amended as follows

**1. AWARD.** The City awards a Subgrant to Grantee in the amount of ~~Forty-Five Thousand Nine Hundred and Thirty Dollars and no/100<sup>th</sup> (\$45,930)~~ Fifty Eight Thousand Seven Hundred and Fifty-Five Dollars and no/100<sup>th</sup> (\$58,755) for Grantee's performance of its obligations under the Program Grant including:

- A. Perform the duties specified in the PSP/Work Plan/Budget, which is attached as *Exhibit A* and incorporated into this Agreement.
- B. Fulfill the roles and responsibilities as outline in the P2P Partner Roles and Responsibilities Summary, *Exhibit C*.
- C. Follow all DEED policies and procedures including participating in Workforce One training provided by DEED, and entering all program data into Workforce One within the required timeframes.
- D. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce One reporting and the Connections to Careers in Healthcare and Construction Project data.
- E. Submit invoice outlining services provided with supportive documentation to City Director as described in section 5. Examples of documentation for services include detailed receipts and timesheets.
- F. Coordinate with City staff on scheduling for services and/or workshops.
- G. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.

H. Facilitate City's Fiscal and Program Monitoring and assist in the completion of the DEED Jobs Bill Grant Minnesota Pathways to Prosperity Monitoring Guide, attached hereto as **Exhibit E**. Fiscal sub-recipient monitoring will be conducted once per state fiscal year ("SFY"); Program monitoring will be conducted once per quarter.

I. Sign Grantee Obligation Checklist, attached as **Exhibit F**.

J. Develop and maintain ongoing communication with City staff.

K. Follow training schedule outlined in Pathways for Prosperity Draft Calendar, attached as **Exhibit G**

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED. The City reserves the right to cancel or postpone training class start dates due to lack of enrolled participants or other circumstances.

2. Section 3 TIME OF PERFORMANCE is amended as follows:

**3. TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before ~~June 30~~ September 30, 2021. The SFY 2020 performance period ends December 31, 2020, and the SFY 2021 performance period ends September 30, 2021. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

3. Section 5 DISBURSEMENT is amended as follows

**5. DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement ~~\$22,965~~ \$30,040 in the SFY 2020 and ~~\$22,965~~ \$28,715 in SFY 2021 with the total amount not to exceed ~~\$45,930~~ \$58,755. City will pay Grantee for all services performed under this Agreement. Grantee's proposed budget is attached as **Exhibit D**. Invoices may be submitted on a monthly basis or other timeframe approved in writing by the Workforce

Development Director, but must be submitted at a mid-point, and at the conclusion of the training contract. For SFY 2020, a final invoice must be received by ~~July 30, 2020~~ January 31, 2021; for SFY 2021 a final invoice must be received by ~~July 30~~ October 31, 2021. Payment for services will be sent within 45 days of receipt of invoice.

4. Section 9E **Counterparts** is amended as follows:

E. **Amendments; Counterparts.** This Agreement may be amended, including a possible extension to SFY2021 approved by DEED, only by a written instrument signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

5. Exhibit A will be amended by replacing The Project Specific Plan/Work Plan/Budget with a Project Specific Plan Amendment/Work Plan Modification(1)/Budget Modification (1) as shown in Attachment 1.

6. Exhibit D will be amended by replacing Grantee’ Budget with updated budget as shown in Attachment 2.

7. Exhibit G will be as shown in Attachment 3.

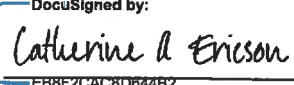
8. Except as specifically amended pursuant to this First Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.


CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT 709

DocuSigned by:  
By:   
38F2E826ED714AA...  
Mayor

DocuSigned by:  
By:   
EB8F2CAC8D644B2...

Its: CFO

Attest:  
DocuSigned by:  
  
7A74D1126483159...  
City Clerk

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

Date Attested: 12/8/2020

Its: \_\_\_\_\_

Countersigned:

DocuSigned by:  
  
5D6G8A80CCFE4D1...  
City Auditor

As to form:

DocuSigned by:  
  
F4C4D88DF58912A...  
City Attorney

**Exhibit A**  
**STATE OF MINNESOTA**  
**PROJECT SPECIFIC PLAN (PSP)**  
**AMENDMENT**

Master Contract Number: DULUTH2020M  
 Term of Master Contract: 04/01/20-03/31/25  
 Master Supplier Contract Number: 172729  
 Contract ID Number: 1047800  
 Modification Number: 1

GRANTOR / STATE	GRANTEE
Employment and Training Programs Division MN Department of Employment and Economic Development 1 <sup>st</sup> National Bank Building, 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	City of Duluth Workforce Development 402 W. First St. Duluth, MN 55802
GRANT MANAGER CONTACT	GRANTEE CONTACT
Name and Title: Ann Meyers; ACP Grant Coordinator Phone: 651-259-7174 Email: <a href="mailto:ann.meyers@state.mn.us">ann.meyers@state.mn.us</a>	Name and Title: Elena Foshay; Director Phone: 218-730-5241 Email: <a href="mailto:efoshay@duluth.mn.gov">efoshay@duluth.mn.gov</a>

If applicable:

- Attachment 1: Work Plan is deleted in its entirety and replaced with Attachment 1: Work Plan Modification [1]  
 Attachment 2: Budget is deleted in its entirety and replaced with Attachment 2: Budget Modification [1]  
 Except as amended herein, Attachment 3: Terms and Conditions of the Original Contract, and all previous amendments, remain in full force and effect.

**COMPLETED BY DEED:**

Program Name: SFY21 Pathways to Prosperity City of Duluth			
Start Date <sup>1</sup> :	7/1/2020	This Modification includes:	Update to Partnership Charts and Cost Category changes only.
Original End Date:	9/30/2021		
Previous End Date: (most recent mod)	N/A		
Current End Date:	9/30/2021	SWIFT Contract ID:	177596
Original Amount:	\$189,250	SWIFT PO Number:	3-404989
Previous Amount: (most recent mod)	N/A	SWIFT Vendor Number + Location:	0000197681.001
Current Amount:	\$189,250	Procure-It Number:	58430
Match / Leverage Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NGA Number:	
AFS Signature: <i>Robin Culbertson</i>		Encumbrance Date:	9/25/20

**SUBMITTED BY GRANTEE:**

I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1: Work Plan Modification 1 and Attachment 2: Budget Modification 1, respectively, are true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.

Signature:

Date:

Printed Name and Title of Grantee's Authorized Representative: Elena Foshay; Director City of Duluth

**APPROVED BY (GRANTOR / STATE):**

I have reviewed and approved the attached PSP which is referenced in and incorporated as an amendment to the Master Grant Contract indicated herein.

Signature:

Date:

Printed Name and Title of State's Authorized Representative: Marc Majors, Director, Employment and Training Programs Division

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<sup>1</sup> Or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later.



### Adult Career Pathways Cost Category Adjustment Request

*Please supply the legal name and the full address in this space. This is the fiscal agent with whom the grant agreement will be executed.*

Organization Name:	City of Duluth Workforce Development		Grant #:	1047800
Director Name:	Elena Foshay	Contact Name:	Betsy Hill	
Telephone:	218-730-5241	Telephone:	218-730-5228	
Email:	<a href="mailto:efoshay@duluthmn.gov">efoshay@duluthmn.gov</a>	Email:	<a href="mailto:bhill@duluthmn.gov">bhill@duluthmn.gov</a>	
Address:	402 West First Street, Duluth, MN, 55802			
Grant Coordinator:	Ann Meyers	<a href="mailto:Ann.meyers@state.mn.us">Ann.meyers@state.mn.us</a>	651-259-7174	

*This modification is to adjust the budget for SF21 funding. No other changes are being submitted at this time.*

*I certify that the information contained herein is true and accurate to the best of my knowledge and that I am authorized to submit this application on behalf of the applicant.*

Grantee Authorized Signature	Title	Date
	Director of Workforce Development	09/01/20
Coordinator Signature		Date Approved
		9/3/2020

**\*\* Approval process may take up to 2 weeks to complete upon receipt of error-free document. Time frame is subject to change based on outside circumstances. Approved cost category amounts may not be used until Grantee receives updated Reimbursement Payment Request (RPR)/CAPR. \*\***

## Attachment 1: Work Plan Modification 1

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### Narrative

#### Section 1: Equity Analysis

Duluth Workforce Development (DWD) has a strong commitment to serving individuals who continue to be excluded from economic progress. Employment and income disparities are some of our community's greatest challenges - at a time when unemployment is at an all-time low, hovering around 3% in Duluth, unemployment rates for African Americans and Native Americans are 23% and 13% respectively. Poverty rates in our community also remain high - a staggering 65% of African American households and 50% of Native American households have incomes below the poverty line.

While just 10% of Duluth's population are people of color, more than one third of those served at CareerForce in Duluth are African American, Native American, or bi-racial. Just under 30% of those served have a disability, and most of the clients served through our programs are low-income and face other barriers to employment. SOAR Career Solutions, our case management partner, specializes in serving individuals with criminal backgrounds, and all of their clients face multiple employment barriers.

The Duluth Workforce Development Board (DWDB) has made addressing employment disparities its top priority, and is working on a number of local and regional initiatives to address equity. Increasing diversity of both board membership and staff is also a key priority. Nine percent of DWDB members list a race other than white, and 4% of board members report having a disability. Among DWD staff, 6% are people of color and 6% have a disability. The DWDB Equity Committee has been working to build strategic relationships and recruit new members who better represent the communities we serve, with specific interest in attracting and engaging members from the African American and Native American communities. We have also been making changes that will help increase diversity of staff, including revising job descriptions to remove the college degree requirement and making changes to our hiring process to remove opportunities for implicit bias. In addition, all CareerForce staff and board members in the Northeast region are participating in an Intercultural Development Inventory process that includes individual and group work to improve both our workplace culture and the way we deliver services.

Along with our partner organizations, we have been taking a close look at how to better ensure people of color and other underrepresented communities are present at tables where decisions are made and solutions are designed. We have been actively engaging with community organizations who serve and represent people of color, and will continue working to build stronger collaborative relationships through program implementation. Part of this proposal includes resources set aside to strengthen our recruitment of eligible populations and supporting long term employment retention after completing training.

#### Section 2: Proposed Services

**Pathway Model** The proposed program is based on Model 3, and builds on our existing model offering a comprehensive and accessible training pathway linked to in-demand careers in our community. The program will serve a total of 90 participants across three pathway options: Certified Nursing Assistant (CNA), Health Services, and Commercial Driver's License (CDL). On-ramp (35 participants, approx. 40% of total served) Participants testing at a 6th grade level or below, or who test higher but could benefit from this component, will be referred to ABE for reading and math remediation and basic digital literacy instruction, and to CareerForce Duluth and SOAR for pre-employment readiness training. Participants who complete the on-ramp will earn certificates for completing SOAR's CareerQuest and Mind Over Matters workshops, Creative Job Search or other employment readiness workshops at CareerForce, and/or Northstar Digital Literacy certificates through ABE. Participants will then exit to employment or

continue on to Bridge training. Bridge (70 participants, approx. 80% of those served) Participants who test at or above a 7th grade level, or who have completed the on-ramp, will be enrolled in the Bridge. This includes 40 hours of contextualized instruction by ABE as well as instruction by Lake Superior College instructors and will result one of three industry-recognized certifications – Certified Nursing Assistant, Health Services Credential, or Commercial Driver’s License. CNA participants will also earn a Basic Life Support certification. Health Services participants could also earn additional Northstar Digital Literacy certificates in Microsoft Office and email skills. Bridge participants who elect to take their classes for college credit will be enrolled in Integrated training. Integrated (70 participants, 80% of those served) Technical instruction will be taught by LSC, with in-class support provided by ABE. Students will earn college credit to be applied toward furthering their educations in their chosen career pathway. CDL students will earn 10 credits which can be applied towards the Advanced Truck Driving Certificate (16 credits), or the credits can be used to satisfy elective credits towards any degree. CNA students will earn 4 credits that meet a pre-requisite for LPN and RN programs. Health Services students will earn 4 credits (3 for Medical Office Procedures and 1 for Medical Terminology) which meet requirements for many health career programs.

We continue to choose these career pathways because they meet a critical need among employers, offer many opportunities for continued education and advancement, and are accessible to eligible populations we serve. Healthcare is the region’s largest industry, with projected job growth of 10% in the next decade. Nursing Assistants and Health Information Technicians are both among the highest occupations in demand within healthcare. In the construction industry, more than \$1 billion in projects will break ground this year, including major highway and road construction projects. Truck drivers earn a good wage, and represent a top in-demand occupation in our region. There are approximately 300 individuals in the construction industry working in material transportation, and demand will grow as local construction contractors hire more drivers to transport materials to and from project sites. These projects, particularly the MNDoT Twin Ports Interchange project and upcoming City of Duluth road projects, carry women and minority hiring goals that will create opportunities for CDL graduates.

Program Components All seven required components are addressed in this model. The program aligns with our two regional sector strategies. Participants may enter at the On-ramp or Bridge, and may successfully exit to employment after completing the On-ramp, Bridge, or Integrated components. Partners will actively collaborate on implementation, and will meet regularly to ensure delivery is successful. Employers will also be actively engaged, attending Bridge and Integrated training to talk about job opportunities and long-term career pathway options and conduct mock interviews. Participants receive contextualized instruction at all levels, and will have the opportunity to earn certificates, industry-recognized credentials, and college credit. Throughout training, participants will receive comprehensive support from skilled Navigators at SOAR and DWD. In addition to case management and job placement assistance, Navigators will serve as a consistent point of contact for both participants and instructors, intervening to problem solve early and often. Navigators will also make referrals as needed to other resources in the community and through LSC.

Program Innovations Using lessons learned from the previous round, we have made several improvements and innovations aimed at improving our effectiveness and the quality of services we provide. For the CNA pathway, we have further developed and strengthened bridge and integrated instruction, resulting in better collaboration between the ABE and LSC instructors in delivering the curriculum. We have also added the opportunity for some CNA graduates to earn their Trained Medication Aide certificate, which opens up additional, higher-paid employment opportunities. For the CDL pathway, we have adapted the program to new federal Department of Transportation rules, to ensure participants are getting the best and most up-to-date training available. This includes use of new simulators at LSC, where participants get additional practice before beginning the on-the-road portion. For Health Services, we have worked with employers to refine the curriculum and ensure it aligns with skills required for specific jobs. We have also added completion of Medical Office Procedures for 3 additional credits, and orientation toward a broader range of healthcare career pathways, including aging services and behavioral health.

For all pathways, additional time is built in for regular check-ins between Navigators and instructors, to ensure participants are getting the best attention and support needed to complete training.

**Staffing Plan** DWD and SOAR each have dedicated staff who will be responsible for recruitment, assessment, enrollment, case management, job placement, and all Workforce One data entry. SOAR and DWD will also provide employment readiness training woven throughout the On-ramp, Bridge, and Integrated components. ABE teachers, all of whom have prior experience working with our three career pathways, will provide On-ramp, Bridge, and Integrated instruction. LSC instructors are industry professionals, and will provide credit-bearing technical instruction.

Outcomes of the 90 individuals served through the program, 35 will participate in On-ramp training and 70 will enroll in the Bridge and Integrated components. Of those who begin Integrated training, 80% will graduate. Participants in the CNA pathway will earn 3 units of college credit, and will complete 140 hours of Bridge and Integrated technical instruction before passing the NATO exam. Participants in the Health Services pathway will earn up to 4 college credits, and will complete 224 hours of Bridge and Integrated technical instruction. Participants in the CDL pathway will earn 10 college credits, and will complete more than 260 hours of Bridge and integrated technical instruction. Across all pathways, 90% of those who graduate will be placed in employment, with an average increase in wage of \$5.50.

### **Section 3: Geographical Location**

This project will serve participants living in and around Duluth, and aligns with the two primary industry sectors outlined in our regional plan – construction and healthcare. There are employer-led sector initiatives for both, and each have identified both recruitment and retention as a significant challenge. Region-wide, there are just 0.7 jobseekers per vacancy, and the workforce shortage is putting pressure on all businesses. According to LMIWise, our region projects 311 annual openings for Nursing Assistants, with a median wage of \$14.89 per hour; 121 annual openings for Medical Secretaries and Medical Records Technicians, with a median wage of \$17.97-\$21.61 per hour; and 500 annual openings for Heavy and Tractor-Trailer Truck Drivers, with a median wage of \$20.46 per hour. DEED data on racial disparities in employment outcomes after college shows that the wage gap between whites and individuals of other races shrinks when individuals complete a degree or certification and enter a high-wage, high-demand career pathway in hospitals or construction. Employers in both sectors have also expressed interest in improving recruitment and retention of people of color, and are open to new ideas in how to hire and support individuals with disabilities or barriers to employment as a way to address their workforce needs.

### **Section 4: Partnerships and Collaborations**

There are many critical partnerships that will support implementation of this program. SOAR Career Solutions will assist in recruitment, case management, and placement of program participants. SOAR will also be an active partner in overall program coordination. Our local ABE office will manage TABE testing of all program applicants, and provide bridge and integrated instruction. Lake Superior College will provide technical instruction and classroom space for all training classes.

Employers are critical partners in this program. In addition to helping design training curriculum that teaches relevant skills, employers will engage with the class during training in a number of ways. All will visit the class to talk about a typical day on the job, and what it takes to succeed. All will assist with mock interviews to allow participants to practice their skills. Where possible, employers will also host visits to work sites so participants may see work in action. And all employers are committed to considering graduates for open positions.

## Section 5: Participant Recruitment, Intake, and Retention Strategy

There are many lessons learned that have helped inform our approach to recruitment for this program. To start, LSC will ensure training for this round can be scheduled at times when parents are more available to attend, which will help with recruitment. Additionally, we will implement a number of new recruitment strategies:

- Launch of a marketing campaign, including website, marketing materials, and social media;
- Engagement sessions in partnership with community organizations serving people of color and delivered in a culturally relevant format;
- In-person outreach through churches, affordable housing complexes, and community social gatherings;
- Presentations to MFIP employment counselors from all community providers, with detailed information including Labor Market Information, wages, and career pathway opportunities;
- Partnership with YES Duluth, our youth program, to recruit graduating seniors.

Once interested individuals are identified, the client is assessed using a structured interview process based on MFIP employability measures to determine their likelihood to succeed in their chosen goal. This step may illuminate the need for referral to other agencies or resources to help achieve the stability needed to succeed. Reading and Math testing to assess a grade level will be administered for all participants prior to opening a training activity, per updated guidance from DEED. At time of enrollment, an individual employment plan is written in cooperation with the client and revisited at least once per year. Participants take part in one-on-one and group employment readiness training, including SOAR's CareerQuest and Mind Over Matters workshops and CareerForce employment readiness workshops for those enrolled in the On-ramp. Supportive services are available based on assessed need to provide things like transportation assistance and appropriate work clothes and shoes. We will utilize \$100 in supportive services funds per class to purchase refreshments for the graduations of all 6 classes at the conclusion of the bridge and integrated trainings. We have found these graduations to be very important to the students as it's a wonderful opportunity for their families, support systems and trainers to come together to honor their accomplishments. The funds will be used for refreshments for these graduations. During training, Navigators visit the class at least once a week to check in with participants and instructors. After training is completed, Navigators remain in frequent contact to focus on job placement, continued education, and additional support needs. Participants who are eligible and interested in continuing their education may be co-enrolled in WIOA Adult or connected to employer-based initiatives aimed at supporting career advancement.

Previous P2P training classes have been successful. Over the past two years, we have served a total of 97 individuals to date. Of those enrolled in each, 80% completed Bridge training and 90% of those in a finished training completed Integrated training and earned a credential. Additionally, 85% made educational functioning level gains. To date, 38 graduates have been placed in employment and 4 graduates have continued in school or otherwise completed program objectives.

## Attachment 1: Work Plan Modification 1

### Partnership Chart: Complete If Applicable

List all organizations that have committed resources (staff, time, leveraged funding, space, etc.) to this project. Identify whether each organization is a sub-recipient or a partner. Carefully review the [federal definition](#) of subrecipient (subgrantee) versus vendor and categorize your subrecipients and partners appropriately. **Subrecipients receiving over \$50,000 will need to be monitored by your organization**

Type of Organization (e.g. employer, educational institution, non-profit, etc.)	Subrecipient (Subgrantee) or Partner	Name and Address of Organization	Type of Commitment: (time, staff, resources, space, referrals, etc.)	Key Contact Person and Telephone Number	Responsible for Workforce One Data Entry	Amount of Compensation (if applicable)
Employer	Partner	Aftenro 510 West College Street Duluth, MN 55811	Time, staff, connection to employment	Shayla Drake, HR Coordinator, 218-728-6600	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	None
Employer	Partner	Essentia Health 407 East 3 <sup>rd</sup> Street Duluth, MN 55811	Time, staff, connection to employment	Kim Burke, Workforce Development Specialist 218-786-4017	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	None
Employer	Partner	St. Luke's 915 East First Street Duluth, MN 55805	Time, staff, connection to employment	Taylor McCormick, Recruiter 218-249-6973	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	None
Employer	Partner	Ecumen Lakeshore 4002 London Rd. Duluth, MN 55804	Time, staff, connection to employment	Jena Evans, Community Relations Manager 218-625-7838	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	None
Employer	Partner	Northland Construction 4843 Rice Lake Rd Duluth, MN 55803	Time, staff, connection to employment	Scott Kyröla, President 218-722-8170	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	None
Employer	Partner	MNDoT 1123 Mesaba Ave Duluth, MN 55811	Time, staff, connection to employment	Robin Jordan, HR Specialist 2 218-725-2712	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	None

City of Duluth SFY21 P2P

Educational Institution <input checked="" type="checkbox"/> Subgrantee <input type="checkbox"/> Subcontract	Lake Superior College 2101 Trinity Rd Duluth, MN 55811	Technical Training	Erik Simonson of Executive Director of Workforce Development/CECT 218-733-5915	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$66,450
Educational Institution <input checked="" type="checkbox"/> Subgrantee <input type="checkbox"/> Subcontract	ISD709 Adult Basic Education 215 N 1 <sup>st</sup> Ave East Duluth, MN 55802	Integrated Instruction	Patty Fleege, ABE Manager 218-336-8790	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$28,715
Community Organization <input checked="" type="checkbox"/> Subgrantee <input type="checkbox"/> Subcontract	SOAR Career Solutions 205 W 2 <sup>nd</sup> St Duluth, MN 55802	Recruitment, Case Management, Program Coordination	Emily Edison, Executive Director 218-722-3126	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$32,348
Training Provider <input type="checkbox"/> Subgrantee <input checked="" type="checkbox"/> Subcontract	American Red Cross 431 18 <sup>th</sup> St NW Washington, DC 20006	Basic Life Support training	Kaitlin Clabaugh (800) 567-1474 x582348	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$1,270

## Attachment 2 – Budget Modification 1

### Budget Summary

Please complete budget form in **cumulative manner**. Leveraged funds are not required, however grantees are encouraged to leverage federal, private, or other funds. You are also not required to use all cost categories. Please see "[Fiscal – Guidance on Cost Category Definitions](#)" to determine how to categorize expenditures.

	TOTAL COST PER PARTICIPANT \$4,208.68 (Total award divided by the total number of participants)				
	Original SFY 21 Total Budget	Actual Spending as of 07/31/2020	Available for Spending as of 07/31/2020	Requested SFY21 Total Budget	Difference (-/+)
<b>Administrative Costs - 833</b> (Cannot exceed 10% of the total amount requested)	18,269	0	18,269	18,269	0
<b>Direct Services - 885</b>	78,100	0	78,100	84,677	6,577
<b>Direct Customer Training - 838</b>	83,668	0	83,668	77,299	-6,369
<b>Support Services Costs - 828</b>	9,213	0	9,213	9,005	-208
<b>Other Activities (Outreach) - 830</b>	0	0	0	0	0
<b>Total</b>	<b>189,250</b>	<b>0</b>	<b>189,250</b>	<b>189,250</b>	<b>0</b>

**Attachment 2: Budget Modification 1**

**Budget Plan**

Please complete this budget table by filling in your plan for DEED requested funds only.

Office Use Only	Cost Category	Quarter 1 PROJECTED Through 9/30/20	Quarter 2 PROJECTED Through 12/31/20	Quarter 3 PROJECTED Through 03/31/21	Quarter 4 PROJECTED Through 6/30/20	Quarter 5 PROJECTED Through 09/30/21	Requested SFY21 Total Budget
833	Administrative Costs (Cannot exceed 10% of the total amount requested) <b>DO NOT ADJUST</b>	0	0	6,090	12,179	18,269	18,269
885	Direct Services	0	0	28,226	56,451	84,677	84,677
838	Direct Customer Training	0	0	25,766	51,532	77,299	77,299
828	Support Services Costs	0	0	3,000	6,000	9,005	9,005
830	Other Activities (Outreach)	0	0	0	0	0	0
<b>Total:</b>		<b>0</b>	<b>0</b>	<b>63,082</b>	<b>126,162</b>	<b>189,250</b>	<b>189,250</b>

## P2P SFY 2020 and SFY 2021 Budget - Revised 08.12.20

Pathways to Prosperity SFY 2020 and SFY 2021	Total (2-year) Budget	Total - Revised	SFY 2020 (grant start date - June 30, 2020)	SFY 2020 - Revised	SFY 2021 (July 1, 2020 - June 30, 2021)	SFY 2021 Revised
<b>ISD #709 Adult Education (ABE) - Total Budget &gt;</b>	<b>\$47,630.00</b>	<b>\$58,755.00</b>	<b>\$18,915.00</b>	<b>\$30,040.00</b>	<b>\$27,015.00</b>	<b>\$28,715.00</b>
<b>833 - Administration Costs</b>	<b>\$3,630.00</b>	<b>\$3,630.00</b>	<b>\$1,815.00</b>	<b>\$1,815.00</b>	<b>\$1,815.00</b>	<b>\$1,815.00</b>
<b>885 - Direct Services</b>	<b>\$27,100.00</b>	<b>\$31,950.00</b>	<b>\$10,800.00</b>	<b>\$15,650.00</b>	<b>\$10,800.00</b>	<b>\$16,300.00</b>
<b>838 - Direct Customer Training</b>	<b>\$16,900.00</b>	<b>\$23,175.00</b>	<b>\$6,300.00</b>	<b>\$12,575.00</b>	<b>\$14,400.00</b>	<b>\$10,600.00</b>
<b>828 - Support Services Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>833 - Administrative Costs - Totals for All Agencies &gt;</b>						
Administration and general management functions - salaries/fringe for finance, program direction, coordination, management, reporting, monitoring, and audit; maintenance, equipment, postage, office supplies, phone, print, insurance, overhead, rent, utilities, travel/training						
	\$3,630.00	\$3,630.00	\$1,815.00	\$1,815.00	\$1,815.00	\$1,815.00
<b>ISD #709 Adult Education</b>	<b>\$3,630.00</b>	<b>\$3,630.00</b>	<b>\$1,815.00</b>	<b>\$1,815.00</b>	<b>\$1,815.00</b>	<b>\$1,815.00</b>
<b>885 - Direct Services - Totals for All Agencies &gt;</b>						
Providing direct services to participants - salary/fringe for case management, career navigation, intake, assessment, orientation, IEP development, employment counseling, career planning, job development, pre-employment services (job search), Post-employment services (job retention); Rent, utilities; Staff travel/training; Short-term prevocational services (ABE) including instructional books and materials.						
<b>ISD #709 Adult Education - Total Direct Services &gt;</b>	<b>\$27,100.00</b>	<b>\$31,950.00</b>	<b>\$10,800.00</b>	<b>\$15,650.00</b>	<b>\$10,800.00</b>	<b>\$16,300.00</b>
On-ramp	\$5,000.00	\$4,500.00	\$3,000.00	\$2,500.00	\$3,000.00	\$2,000.00
Bridge curriculum preparation (10 hours per class)	\$6,500.00	\$9,750.00	\$1,500.00	\$4,750.00	\$1,500.00	\$5,000.00
Bridge instruction (40 hours per class)	\$14,000.00	\$16,000.00	\$6,000.00	\$8,000.00	\$6,000.00	\$8,000.00
Books and Materials	\$1,600.00	\$1,700.00	\$300.00	\$400.00	\$300.00	\$1,300.00
<b>838 - Direct Customer Training - Totals for All Agencies &gt;</b>						
Participant tuition and required books, tools, uniforms, and fees. Staff salary/fringe in the classroom. Participant wages/fringe for work experience, OJT						
<b>ISD #709 Adult Education - Total Direct Customer Training &gt;</b>	<b>\$16,900.00</b>	<b>\$23,175.00</b>	<b>\$6,300.00</b>	<b>\$12,575.00</b>	<b>\$14,400.00</b>	<b>\$10,600.00</b>
Integrated instructor - CDL (9 hours x \$50 x 7 weeks)	\$6,300.00	\$9,450.00	\$3,150.00	\$6,300.00	\$3,150.00	\$3,150.00
Integrated instruction - CNA (9 hours x \$50 x 7 weeks)	\$6,550.00	\$9,675.00	\$3,150.00	\$6,275.00	\$3,150.00	\$3,400.00
Integrated instruction - Health Services (9 hours x \$50 x 9 weeks)	\$4,050.00	\$4,050.00	\$0.00	\$0.00	\$8,100.00	\$4,050.00
<b>828 - Support Service Costs - Totals for All Agencies &gt;</b>						
Transportation, housing/rental assistance, health and medical costs, travel assistance, legal aid, personal counseling, interview or work clothing, tools, school supplies (notebooks, pens, etc.), bus passes/gas cards, books and tools not required with training, driver's license fees, reasonable (a portion of) car repair						
<b>ISD #709 Adult Education - Total Support Service Costs &gt;</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

# Pathways to Prosperity Draft Calendar 2020-2021

as of 8/12/2020 – Changes may be made when agreed to by all partners.

Month	CNA/TMA	Health Services	Paraprofessional class	CDL
December 2019	Recruiting			
January 2020	Recruiting			
February 2020	February 3-14 Bridge NOTE: February 17-21 ISD 709 break February 24 LSC class starts			
March 2020	Class continues			
April 2020	Class continues			
May 2020	Class continues			
June 2020	TMA class offered – P2P students not able to take this class as test wasn't offered yet End of June CNA test			
July 2020	Job search class 1			
August 2020	Recruiting			1a LSC non-cohort CDL Theory - 8/24/2020
September 2020	Recruiting TMA class, P2P funds 5			1a LSC non-cohort CDL Range starts 9/21/2020
October 2020	September 14 – October 1 bridge Oct 5 - November 10 <sup>th</sup> LSC class			1a LSC non-cohort CDL on the road class starts 1b LSC non-cohort CDL Theory class starts
November 2020	Class continues November 13 <sup>th</sup> CNA test			1a Class continues, CDL road test, Job search 1b LSC non-cohort CDL Range class starts
December 2020	Job search class 2			1a - Job search 1b – On the Road
January 2021	Recruiting class 3			1b – CDL road test, Job search
February 2021	CNA class 3 bridge ?? LSC class ??			
March 2021	CNA class 3 graduates?	Recruiting		Recruiting CDL A Class 2
April 2021	Job search CNA class 3?	Recruiting		CDL Class "2" Theory
May 2021		HS class Bridge HS class LSC		CDL Class "2" Range
June 2021	TMA class offered? – P2P funds 5? (class 2 and 3 graduates or others)	HS continues		CDL Class "2" On the road
July 2021		HS Continues	Recruiting	CDL Class 2 Job search
August 2021		HS graduate	Class held? 2 weeks? Test? Job Search?	
September 2021		HS job search		



**Grant Applications  
December 2020**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the month of December 2020:

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
Northland Foundation – KIDS PLUS Early Childhood Initiative	Jennifer Jaros, ECFE	Child Care Mentoring Project	\$5,000	If awarded, funds will be used to provide an 8-week Circle of Security mentoring support group to up to 4 child care providers.
Northland Foundation	Ally Austin and Katie Oliver, Ordean East & Lincoln Park Middle Schools	Reading Plus	\$5,000	If awarded, funds will be used to purchase Reading Plus program subscription licenses (currently participating in an 8 week pilot).