Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 17, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition** **2**
6. **Public Comment**
7. **Reading Communications, Petitions, Etc.**
8. **Report of the Superintendent**
    A. Reports from Student School Board Representatives 3
    B. Superintendent's Report 6
    C. Schedule of Meetings and Events 15
9. **Report of Standing Committees**
    A. Committee of the Whole
        1) Monthly Committee of the Whole *(May 3, 2022)* 17
        2) Committee of the Whole - Budget (*May 12, 2022)* 31
    B. Human Resources/Finance Committee *(May 10, 2022)* 43
    C. Policy Committee *(May 3, 2022)* 229
10. **General Board Committee Updates**
11. **Consent Agenda** **263**
12. **Resolutions from Committee Reports**
    A. HR-5-22-3886 - Approval of the Duluth Principals' Association Collective Bargaining Agreement 344
    B. B-5-22-3889 - Acceptance of Grant Awards to Duluth Public Schools 375
    C. B-5-22-3890 - Acceptance of Donations to Duluth Public Schools 378
13. **Special Resolutions and Action Items**
14. **Questions / Other**
15. **Adjournment**

Dear School Board members,

Denfeld High School is in its fifth year of being a BARR school and the success of its program comes down to the people on the ground doing the work.

BARR stands for "Building Assets, Reducing Risks." It is an educational model that focuses on teachers creating strong relationships with students as a way to make sure the students succeed.

Over 50 staff members at Denfeld have been part of building the BARR program at Denfeld throughout the years and that number continues to grow. Each individual person, from administration to teachers, counselors, social workers, integration specialists, school psychologists, and administrative assistants has played an important role in building and sustaining a quality program to support our students.

Recently, 9th-grade counselor and BARR Coordinator Jennifer Wellnitz and Denfeld Principal Tom Tusken attended the BARR National Conference in Palm Springs, CA, where Denfeld was awarded the BARR 2022 School of Excellence honor.

Denfeld is one of six schools out of two hundred plus BARR schools in the nation to receive this designation. This is a very big honor that is all due to Denfeld's intentional commitment to building and fostering positive relationships with our 9th-grade students.

So we want to say congratulations to Denfeld High School, Counselor Wellnitz and Principal Tusken for their continued work with intentional commitment to building and fostering positive relationships with our 9th grade students.

Sincerely,
Anthony Bonds
Assistant Superintendent

We had red and grey week last week with an oscars theme and We crowned Mr. and Ms. East. The Ms. East candidates were Claire Beaumier, Sophia Revior, Lussi Salmela, Brooke Paine, and Kasey Menegini. The Mr. East candidates were Cameron Donahue, Aiden Yung, Amma Okoro, Daniel Neimi, and Jackson DesCombaz.
The winners were Amma Okoro and Sophia Revoir.
Exec put on a well attended Movie night as well as a cake walk at lunch that people were excited to participate in. Even though burn out is at its peak right now, we were able to make the most of our week.
More people than ever at East are advancing to nationals for history day. Grace Beaster and Martyn Dahl got first place for their history day project at state. Natilie Miller wrote a paper and got first at state and Emma Ambrosi and Taven Roth both also advanced.
Track sections are in two weeks. Leif Zering broke the school record for pole vault. Jackson DesCombaz just broke a meet record for mile time.
Exec and association are selecting new boards this week. We are working very hard to select a diverse board and make sure all groups in the school are represented.
The play, Harvey, was the week before prom. Turnout was good and the play was really well done. Thomas Racette played the lead role, Elwood P. Dowd.
Prom was May 7th and was a definite success. There were multiple photo booths for many picture opportunities as well and snacks and a game room. Seniors were very excited to have their one and only prom, and juniors were happy to have their first.
Some students in levels three and four in Spanish and German are taking the Seal of biliteracy test right now in hopes to receive a seal on their transcripts.
The talent show at Ordean had a surprisingly large turnout. Acapella did a wonderful job with creative skits and all the acts were very entertaining.
Houndpack applications for next year were due yesterday.
Cheer tryouts happened recently.
Girls lacrosse is having a good season so far. They had a team bonding dinner at East last night and have games today and Friday.
Choralaires are waiting for their audition results, and Sterling has their new members decided.
Year book has picked out their new members for next year and the year books just came in. They have gone through and organized them all by grade and they will be adding the supplements tomorrow. Year books will be distributed on the 27th.

Board Meeting

Report

- (April 27th) BAAR recognized Denfeld Highschool as one of the first of 6 out of 200 BARR schools
- (April 29th) Red carpet concert - band, choir, and orchestra performed together
- (May 7th) We had in-person prom for the first time since 2019
- (May 7) Our robotics team Denfeld Nation Automation competed at the Minnesota State High School League State Tournament held at Williams Arena on the campus of the University of Minnesota. They finished 12 out of 36 teams that made the state tournament.
- (May 10th) 96th annual honor society induction ceremony and our speaker was ….
- (May 11) Sophmores went to Construct Tomorrow where there learned a variety trades
- MCA Testing wrapped up last week.
- (May 13) Some of our ACT-SO students performed poems at the White Privilege Symposium (It is a conference to teach white people about their privilege)
- (May 16th) A ice cream fundraiser to support Denfelds Senior Grad party
- (May 17th) Job fair where 35 different employers will be there
- (May 19) Romeo and Juilet Play in the school's front yard shall the weather prevail.
- Spring Sports
    -

- (May 26th) Honors night where many of our seniors will be rewarded thousands of dollars in scholarship money. As well as honoring our Honor Ds from the other three grade levels.
- (May 27th) Senior end of the year assembly where Bell Bank is awarding a $2,000 scholarship to the hunter of the year(One of our Seniors)
- (May 27th) Pajama Movie night
- (June 8th) End of the year incentive field trip to Valley Fair. Scholarships will be awarded. Those not going will have a pause day where they can catch up on school work in the morning and then have fun in the afternoon. Where the Duluth police will come serve ice cream.
- (June 9th) Graduation in our Auditorium

Questions

- Will we meet during the summer?
-
-
-

Notes

-
-
-
-

Superintendent's Report

Regular Board Meeting

May 17, 2022

ISD 709 Duluth Public Schools

Tonight's Topics

- Student Representatives' Reports
- COVID Update
- Legislative Update
- Strategic Planning Update
- Superintendent's Evaluation Update

ISD 709 Duluth Public Schools

Covid Update

Covid Update

- Rates are continuing to increase
- St. Louis County has moved from green (low transmission) to yellow (medium transition) for community spread
- Indoor mask wearing is recommended, but not required
- We continue to assess new information each Thursday

Legislative Update

Legislative Update

Last Wednesday, Cathy Erickson and I testified before the Joint Finance Committee on behalf of the Association of Metropolitan School Districts regarding the special education cross subsidy.

On Monday in St. Paul, Gov. Tim Walz and legislative leaders reached agreement on a framework to end the 2022 legislative session.The deal includes $1 billion in education funding, which is yet to be determined.



ISD 709 Duluth Public Schools

Strategic Planning Update

ISD 709 Duluth Public Schools

Strategic Planning Update

Strategic Planning Website

- Board Planning Work Session- 4/7/22
- Storywall and Lifecycle Session - 4/27/22
- Environmental Scan - 5/5/22
- Desired Daily Experience Engagement Sessions 4/25 - 5/12/22
- EEAC Desired Daily Experience Meeting - 5/16/22
- Drafting of Desired Daily Experience - 5/18/22
- The planning process will run through the fall of 2022 and focuses on:
  - Assessing Our Reality
  - Describing Our Vision
  - Setting Our Strategic Plan
    i. 3-yr Operational Plan (Currently utilizing a 1-yr operational plan)
    ii. School Improvement Plans
    iii. 3-yr Board Agenda

ISD 709 Duluth Public Schools

Superintendent Evaluation Update

ISD 709 Duluth Public Schools

ISD 709 Duluth Public Schools

Schedule of Meetings and Events

We have transitioned out of Historic Old Central High into our temporary location at the UnitedHealth Group Building (UHG) at 4316 Rice Lake Rd, Duluth, MN 55811.

Regular School Board meetings will be held at Denfeld High School in the Media Center. Other meeting locations are being determined. We will post information as it becomes available.

Public Comment Guidelines

The Schedule of Meetings and Events is Subject to Change.

Week of May 16 - May 20, 2022

Monday	May 16, 2022	5:00 p.m.	Education Equity Advisory Committee American Indian Community Housing Organization 202 W. 2nd St.
Tuesday	May 17, 2022	4:30 p.m.	Special Closed Session - Superintendent Evaluation Denfeld Media Center 401 N. 44th Ave. W.
Tuesday	May 17, 2022	6:30 p.m.	Regular School Board* Denfeld Media Center 401 N. 44th Ave. W.

Week of May 23 - May 27, 2022

Wednesday	May 25, 2022	4:30 p.m.	Committee of the Whole - Budget United Health Group Building, Suite 108 4316 Rice Lake Rd.

Week of May 30, - June 3, 2022

No meetings scheduled

Week of June 6, - June 10, 2022

Tuesday	June 7, 2022	3:30 p.m.	Policy Committee Meeting United Health Group Building, Suite 108 4316 Rice Lake Rd.
Tuesday	June 7, 2022	4:30 p.m.	Monthly Committee of the Whole United Health Group Building, Suite 108 4316 Rice Lake Rd.
Tuesday	June 7, 2022	7:00 p.m.	ALC/DAE/Bridge/T12 Graduation The College of St. Scholastica Mitchell Auditorium 1200 Kenwood Ave.

ISD 709 Duluth Public Schools

Schedule of Meetings and Events

Week of June 6, - June 10, 2022 (cont.)

Wednesday	June 8, 2022	7:00 p.m.	Duluth East High School Graduation Duluth Entertainment Convention Center Amsoil Arena 350 Harbor Dr.
Thursday	June 9, 2022	7:00 p.m.	Denfeld High School Graduation Denfeld High School Auditorium 401 N. 44th Ave. W.

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

Office of the Superintendent
May 13, 2022

Monthly Committee of the Whole - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 17, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval
       - a. Duluth Public Schools Head Start Program, FY22 Cost-of-Living Adjustment (COLA), and Quality Improvement (QI) — 2
         Early Childhood/Head Start Coordinator, Sherry WIlliams
     - 2) Resolutions - None
     - 3) Other Action Items - None
   - B. Informational Items
     - 1) Presentations
       - a. Adult Education — 3
         Coordinator of Adult Education, Angie Frank
       - b. Strategic Planning Update — 4
         Superintendent, John Magas
   - C. Other - None
4. **ADJOURN**

Duluth Public Schools Head Start Program

FY22 Cost-of-Living Adjustment (COLA)

Funding Type	**Head Start**
Cost-of-Living (COLA)	**$57,008**

The Cost-of-Living Adjustment will be used to cover the projected six percent fringe benefit increase as well as increased wages per the new teacher contract.

We ask that this grant be approved at the upcoming May 2022 meetings.

_____ _____

Signature of School Board Chair Signature of Policy Council Chair

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Duluth Public Schools Head Start Program

FY22 Quality Improvement (QI)

Funding Type	**Head Start**
Quality Improvement (QI)	**$11,658**

The Quality Improvement Adjustment will be used to cover the projected six percent fringe benefit increase as well as increased wages per the new teacher contract.

We ask that this grant be approved at the upcoming May 2022 meetings.

_____ _____

Signature of School Board Chair Signature of Policy Council Chair

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- Improve Computer Skills
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218-336-8725 // DAE@ISD709.ORG // ISD709.ORG/DAE

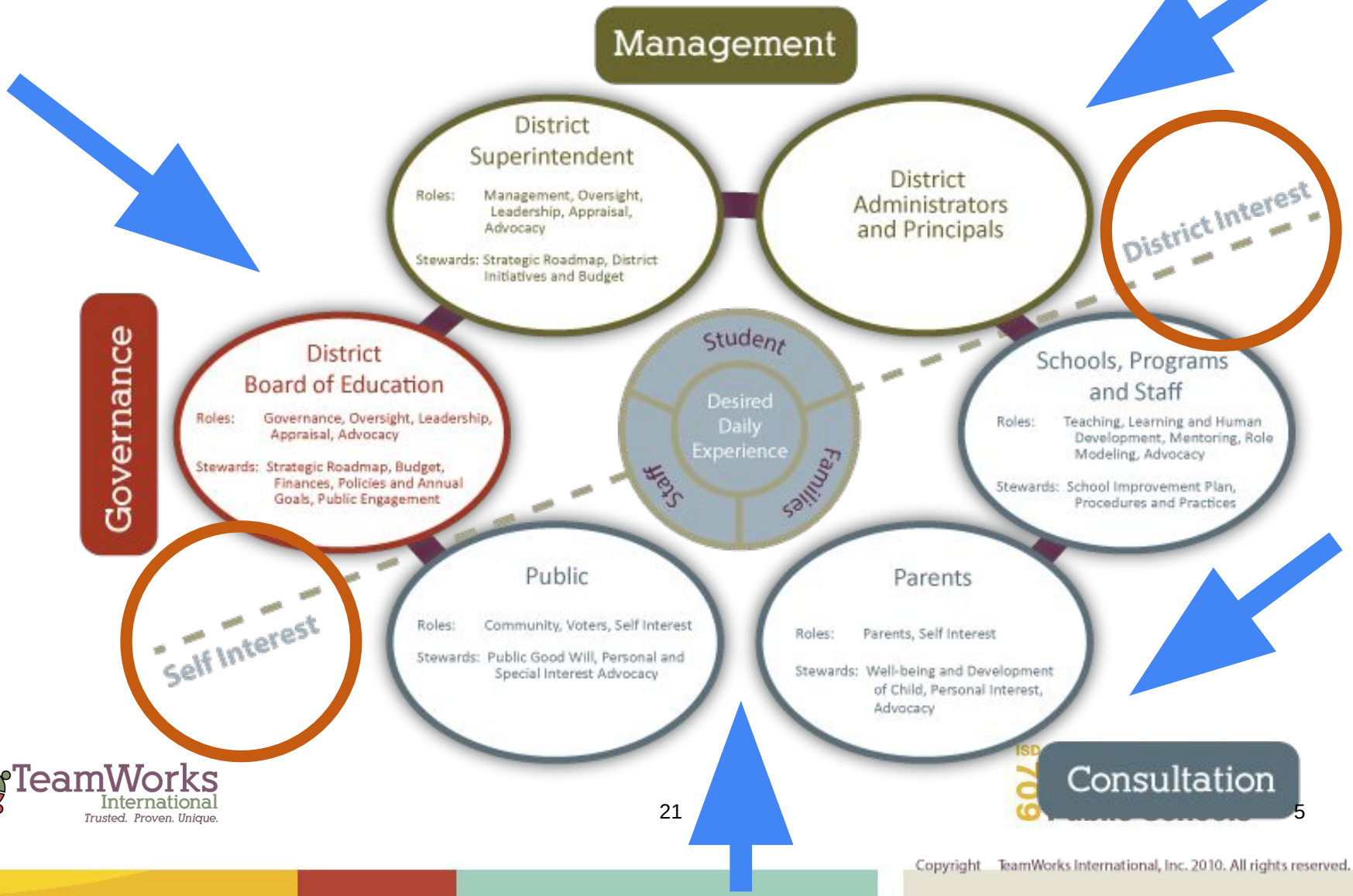
Strategic Planning Update

May 3, 2022

TeamWorks International

Education Leadership System (ELS)

Part of the FrameWork Series



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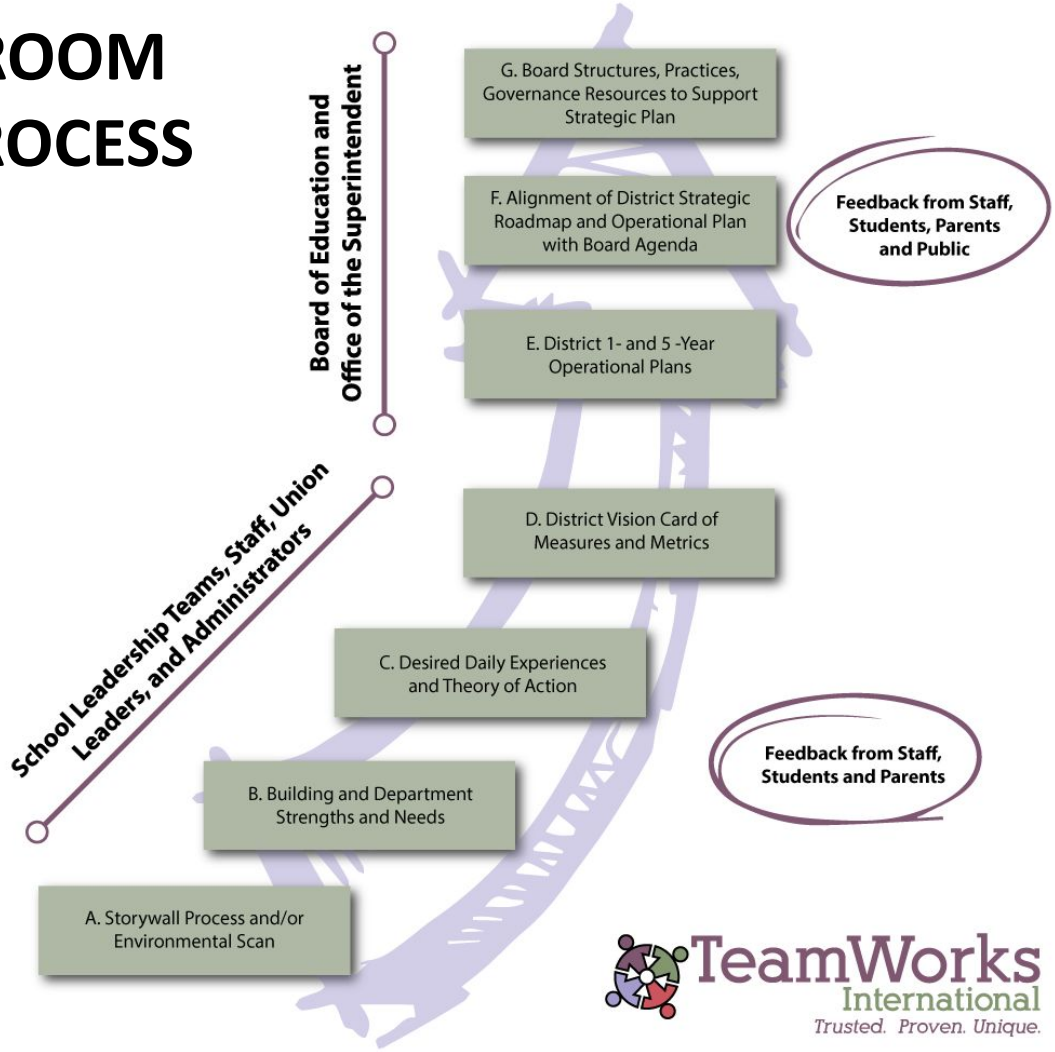
CLASSROOM TO BOARDROOM STRATEGIC PLANNING PROCESS

- Assessing Our Reality
  - Storywall
  - Environmental Scan
  - Building and Dept Strengths & Needs
- Describing Our Vision
  - Desired Daily Experience
  - Theory of Action
  - VisionCard
- Setting Our Strategic Plan
  - 3-yr Operational Plan
  - School Improvement Plans
  - 3-yr Board Agenda



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Strategic Planning

April 25-May 12 - Engagement about Desired Daily Experience

School and Community-based Stakeholder Engagement

Affinity-based facilitated stakeholder sessions ensuring representation of demographics of district:

- Desired experiences of students (up to 6 sessions)
- Desired experiences of parents/families (up to 4 sessions)
- Desired experiences of staff (up to 4 sessions)

Who

- Affinity-based stakeholder sessions

Strategic Planning

April 27 - 4-7 p.m. - Storywall and Lifecycle Session

Three-hour session

- Introduction and Storywall Development.
- Identify and honor the District's history.
- Identify the events and trends that have shaped the District's development dating back to the longest-serving staff member in the room.

Who

- Strategic Planning Team
- Other community and staff members

Strategic Planning

May 5 4-7 p.m. Environmental Scan

Three-hour session – Environmental Scan and Insights for Desired Daily Experience:

- Provides a baseline for the current reality of the school district as to what is well established, what is ebbing, what is emerging and what is on the edge of consideration and development.
- This process applies a Whole System View in the analysis.

Who

- Strategic Planning Team
- Other community and staff members

Strategic Planning

May 18 4-7 p.m.

Desired Daily Experience (DDE) - Draft and Revised Strategic Directives document

Three-hour session

- Develop DDE of the desired daily experience for students, staff and families that serves as a clear vision for the strategic plan. Revised strategic directives based upon feedback from board and superintendents

Who

- Strategic Planning Team

Potential Board Next Steps

Continued Work on a Board 3 Year Plan

- Continued work on board / administration policies
- Potential June retreat

Superintendent Evaluation

- Finalizing work from last summer and evaluation tool
- Closed session on 5/17

Potential Board Next Steps

Continued Work on a Board 3 Year Plan

- Continued work on board / administration policies
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Superintendent Evaluation

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Why Evaluate the Superintendent?

A quality superintendent evaluation process provides benefits not only for a school board and its superintendent but also benefits the school community and the community at large by allowing school board members to follow school district progress and learn about a superintendent's ongoing professional development;
providing input, feedback, and support for a superintendent to help him/her improve throughout the school year;
creating and establishing a climate of trust and collaboration;
providing the school community and the community at large with assurance that their priorities are being addressed; and
providing oversight and assurance that a school board's vision, priorities, and policies are being implemented as intended.

Board of Education 3 Year Work Plan

Key Roles of the Board	2022-2023 SY Proposed	2023-2024 SY Proposed	2024-2025 Proposed
District Policy	• 1/3 policy manual review • Discipline Policy Review • Technology fee policy	• 1/3 policy manual review • Discipline Policy Review	• 1/3 policy manual review • Discipline Policy Review
Operational Oversight	• Annual budget • Review Strategic Roadmap • State required decisions • Contract negotiations (except teachers) • Long term facility maintenance plans • 5-year financial projection model • Board finance committee • World's Best Workforce report	• Annual budget • Review and adjust Strategic Roadmap • State required decisions • Contract negotiations (Teachers) • Long term facility maintenance plan • 5-year financial projection model • Board finance committee • World's Best Workforce report	• Annual budget • Review and adjust Strategic Roadmap • State required decisions • Contract negotiations • Long term facility maintenance plan • 5-year financial projection model • Board finance committee • World's Best Workforce report
Self-Governance	• New member orientation • MSBA phase training • MSBA Leadership Conference • 3 Open Seats • New member orientation and TeamWorks review • Consider board structures, processes and workflow review • Board worksession (spring 2023) • Board evaluation tool development	• MSBA phase training • MSBA Leadership Conference • BoE Annual Evaluation • TeamWorks Annual training • Board candidate training	• BoE Annual Evaluation • MSBA Leadership Conference • Annual Work plan across all meetings • MSBA phase training • Four open seats • TeamWorks Annual training
Superintendent Relations	• Annual evaluation • Marzano superintendent evaluation model training • Monthly board member and superintendent meetings	• Annual evaluation • Superintendent Contract Negotiations • Monthly board member and superintendent meetings	• Annual Evaluation • Monthly board member and superintendent meetings • New contract for superintendent
Public Engagement	• Visibility, board members' access to community and at school and community events • Open mic - engage administration and board • Strategic public engagement forums with large district initiatives (boundaries, etc.) • Board visits to schools	• Visibility, board members' access to community and at school and community events • Open mic - engage administration and board • Strategic public engagement forums with large district initiatives (boundaries, etc.) • Board visits to schools • Public awareness of board work	• Visibility, board members' access to community and at school and community events • Open mic - engage administration and board • Strategic public engagement forums with large district initiatives (boundaries, etc.) • Board visits to schools • Public awareness of board work

Committee of the Whole Board Meeting-Budget
Duluth Public Schools, ISD 709
Agenda
Thursday, May 12, 2022
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FISCAL YEAR 2022/2023 UPDATE** **2**
Cathy Erickson
4. **ADJOURN**

ESSER UPDATE: Spending/Budget Expenses as of 5/1/2022

Budget Program:	Budget Dept.	Description:	Budget Amt:	Fy 22 Budget Spent or Encumbered:	FY22 Budget Amt. Rolling Over to FY23:	New Allocation Year 2 of 2 FY23:	New Allocation From Unspent Funds
000	Administration	Strategic Planning/Equity Audit/Boundary Study	**$200,000**	$48,000.00	$152,000	$100,000.00	
100	Dist. Services	HR Director Investment	**$40,000**	$40,000.00		$40,000.00	
100	Dist. Services	Skyward Devices for Online Timecards	**$40,000**	$24,000.00	$16,000	$50,000.00	
100	Dist. Services	Support for recruitment, skyward/frontline conversion, business services	**$90,000**	$151,591.00		$50,000.00	
200	Elem/Sec Instruct.	Temporary Elem Inverventionists	**$900,000**	$425,000.00			$900,000.00
200	Elem/Sec Instruct.	Temporary Secondary FTE	**$540,000**	$540,000.00			$300,000.00
200	Elem/Sec Instruct.	Temporary District Wide Floating Subs	**$480,000**	**$280,000.00**			
		Middle School Interventionists	**$160,000**	$160,000.00			$160,000.00
600	Instruct. Support	Secondary MTSS Strategies	**$100,000**	$100,000.00			
600	Instruct. Support	Professional Development Investment	**$1,500,000**	**$100,000.00**	$1,000,000		
600	Instruct. Support	Blended Learning Supports - Devices, Staff, Infrastructure	**$1,990,000**	**$2,406,520.00**		$1,990,000.00	
600	Instruct. Support	Technology Devices - SmartBoards (Primary Elementary)	**$1,000,000**	$869,872.00			
600	Instruct. Support	Technology Devices - Replacement Desktops (District Wide)	**$400,000**	$400,000.00		$400,000.00	
600	Instruct. Support	Leadership TOSA's - Elementary	**$700,000**	**$570,000.00**			
600	Instruct. Support	Director of Instruction investment	**$200,000**	$200,000.00		$200,000.00	
700	Pupil Support	Secondary Counselors - Site & Sources of Strength	**$450,000**	$450,000.00			$400,000.00
700	Pupil Support	Social Emotional Supports	**$200,000**	**$20,000.00**			$40,000.00
700	Pupil Support	Social Emotional Curriculum (2nd Step)	**$100,000**	$100,000.00			
700	Pupil Support	Support for Transportation, Food Service, and Site Monitors	**$85,000**	$195,267.00		$85,000.00	
700	Pupil Support	District Attendance Supports	**$100,000**	$20,000.00			
700	Pupil Support	Additional COVID Supports - Clerical		**$15,000.00**			
800	Sites & Blds.	Building Improvements	**$850,000**	$99,000.00	$751,000		
200	Elem Sec Suppt.	Alternative for Suspension Program				$300,000.00	
700	Pupil Support	Support at Denfeld		**$75,000.00**			
ALL	All Departments	COVID Stipend		$685,000.00		$500,000.00	
200	Elem Sec Suppt.	Additional Professional Development Day				$405,000.00	
FD BAL		ESSER INVESTMENT for Staff & Programs based on FY21	**$4,000,000**	$3,000,000.00		$4,000,000.00	
			$14,125,000	$10,974,250.00	$1,919,000.00	$8,120,000.00	$1,800,000.00
		Carrying Over to FY23:		$1,919,000.00			
		NEW Reallocations to FY23 from unspent:		$1,800,000.00	**FY23 Estimated ESSER Budget:**		**$11,839,000.00**
				$14,693,250.00			

District must also use $4 million for out of school day/year programs/costs. (9/30/24)	ESSER II Estimated Revenue:	$8,800,000	Estimated Spending FY22:	$10,974,250
	ESSER III Estimated Revenue:	$16,000,000	Estimated Spending FY23:	$11,839,000
		$24,809,000	Current Unencumbmered ESSER:	**$1,986,750**

Duluth Public Schools #709
Secondary Enrollment and Certfied Staff (FTE) Estimates
Regular Ed Classrooms
School and Grade Level Projection

		6	7	8	FY 23 EST ENROLLMENT
Lincoln Middle School		206	192	210	**608**
SECONDARY REGULAR & VOCATIONAL FTE:	**30.1**	8	6.2	5.6	
AVERAGE CLASS SIZE:		25.75	30.97	37.50	20.20
CERTIFIED/Non Certified SITE SUPPORT STAFF FTE:	**9.60**		**SUPPORT STAFF PER FTE:**		63.33

		6	7	8	FY 23 EST ENROLLMENT
Ordean East Middle School		345	340	355	**1040**
SECONDARY REGULAR & VOCATIONAL FTE:	**41**	9.2	16.25	16.25	
AVERAGE CLASS SIZE:		37.50	20.92	21.85	25.37
CERTIFIED/Non Certified SITE SUPPORT STAFF FTE:	**6.8**		**SUPPORT STAFF PER FTE:**		152.94

		9	10	11	12	FY 23 EST ENROLLMENT
Denfeld High School		231	224	229	185	**869**
SECONDARY REGULAR & VOCATIONAL FTE:	**41.5**					
AVERAGE CLASS SIZE:						20.94
CERTIFIED/Non Certified SITE SUPPORT STAFF FTE:	**6.4**			**SUPPORT STAFF PER FTE:**		135.78

		9	10	11	12	FY 23 EST ENROLLMENT
East High School		390	370	350	333	**1443**
SECONDARY REGULAR & VOCATIONAL FTE:	**55.2**					
AVERAGE CLASS SIZE:						26.14
CERTIFIED/Non Certified SITE SUPPORT STAFF FTE:	**5.2**			**SUPPORT STAFF PER FTE:**		277.50

*Enrollment Projections Subject to Change
*FTE includes Regular Classroom certified teachers. Funding sources include general
*Special Education certfied teachers arenot included in FTE projections, but

Duluth Public Schools #709
Elementary Enrollment and Certfied Staff (FTE) Estimates
Regular Ed Classrooms
School and Grade Level Projection

2022-20223	K	1	2	3	4	5	Est FY23
ESTIMATED	5.12.22 - to be revised						Enrollment
Congdon Park 435	67	73	86	92	86	89	493
Section FTE	4.00	4.00	3.00	4.00	3.00	4.00	22.00
Average Class Size	16.75	18.25	28.67	23.00	28.67	22.25	22.93
Homecroft 475	67	70	67	63	61	51	379
Section FTE	3.00	3.00	3.00	3.00	2.00	2.00	16.00
Average Class Size	22.33	23.33	22.33	21.00	30.50	25.50	24.17
Lakewood 500	41	33	45	37	36	40	232
Section FTE	2.00	2.00	1.50	1.50	1.50	1.50	10.00
Average Class Size	20.50	16.50	30.00	24.67	24.00	26.67	23.72
Lester Park 510	100	85	76	81	83	111	536
Section FTE	4.00	4.00	3.00	3.00	4.00	3.00	21.00
Average Class Size	25.00	21.25	25.33	27.00	20.75	37.00	26.06
Lowell 520	52	51	42	55	40	37	277
Section FTE	2.00	2.00	2.00	2.00	1.50	1.50	11.00
Average Class Size	26.00	25.50	21.00	27.50	26.67	24.67	25.22
Lowell Sp Immersion	63	60	54	50	52	30	309
Section FTE	3.00	3.00	3.00	3.00	1.50	1.50	15.00
Average Class Size	21.00	20.00	18.00	16.67	34.67	20.00	21.72
MacArthur 525	48	52	48	45	46	51	290
Section FTE	3.00	3.00	3.00	3.00	3.00	2.00	17.00
Average Class Size	16.00	17.33	16.00	15.00	15.33	25.50	17.53
Myers Wilkins 540	56	54	65	55	50	47	327
Section FTE	4.00	3.00	3.00	3.00	3.00	2.00	18.00
Average Class Size	14.00	18.00	21.67	18.33	16.67	23.50	18.69
Piedmont 550	75	67	75	62	64	66	409
Section FTE	4.00	4.00	3.00	3.00	4.00	3.00	21.00
Average Class Size	18.75	16.75	25.00	20.67	16.00	22.00	19.86
Stowe 565	40	32	41	37	30	44	224
Section FTE	2.00	2.00	2.00	2.00	2.00	2.00	12.00
Average Class Size	20.00	16.00	20.50	18.50	15.00	22.00	18.67
Totals Grade Level	609	577	599	577	548	566	**3476**
Totals FTE	31.00	30.00	26.50	27.50	25.50	22.50	**163.00**
Average Class Size	22.26	21.44	25.39	23.59	25.36	27.68	**24.29**

*Enrollment Projections Subject to Change

*FTE includes Regular Classroom certified teachers. Funding sources include general fund, compensatory, and Title Revenue where applicable. FTE subject to change by enrollment changes or Admin recommendations.

*Special Education certfied teachers arenot included in FTE projections, but enrollment estimates include all students.

Fiscal Year 2020-21 (FY21) General Fund Expenditure Comparison of Simiar Size Districts COW-Budget Meeting, Thursday, May 12, 2022

School District:	Burnsville Public School District - #191		Duluth Public School District - #709		Stillwater Public School District - #834		Eden Prairie Public School District - #272		St. Cloud Public School District - #742	
Adjusted ADM FY21 Final:	7,831.05		7,864.10		8,180.78		8,598.39		9,308.57	
SPED child count (Dec. 1, 2020):	1,744		1,658		1,469		1,048		2,542	
SPED % on Child Count:	16.99%		16.75%		16.39%		11.84%		18.19%	
Expenses by PROGRAM:										
000-099 District & Sch. Adm.	5,020,125.00	4.00%	5,413,012.55	4.57%	7,097,726.17	5.90%	3,963,185.86	3.14%	4,091,670.00	2.74%
100-199 District Supp Srv.	4,091,220.45	3.26%	7,452,387.55	6.29%	7,021,885.62	5.83%	6,580,215.01	5.21%	4,400,554.46	2.95%
200-299 Regular Instruct.	52,076,386.96	41.51%	46,104,075.65	38.93%	50,773,313.29	42.18%	56,646,816.26	44.89%	55,318,872.95	37.09%
300-399 Vocational Instruct.	2,088,352.26	1.66%	1,286,315.95	1.09%	1,688,940.41	1.40%	2,608,997.47	2.07%	1,557,278.07	1.04%
400-499 Spec. Ed. Instruct.	24,703,002.86	19.69%	24,128,481.37	20.37%	21,263,769.68	17.67%	21,733,158.50	17.22%	33,126,530.69	22.21%
500-599 Community Education		0.00%		0.00%	23,949.00	0.02%		0.00%		0.00%
600-699 Instruct. Support Srv.	14,355,693.20	11.44%	5,131,277.39	4.33%	6,881,670.25	5.72%	10,288,447.85	8.15%	16,142,150.28	10.82%
700-799 Pupil Support Srv.	9,837,710.97	7.84%	8,799,549.25	7.43%	12,875,242.45	10.70%	10,008,665.96	7.93%	15,042,493.33	10.09%
800-899 Sites-Bldg., Equip.	12,886,100.82	10.27%	12,071,382.75	10.19%	15,241,906.89	12.66%	13,058,211.33	10.35%	18,277,054.84	12.26%
900-999 Fiscal and Other	391,943.04	0.31%	8,039,082.75	6.79%	497,989.94	0.41%	1,299,113.04	1.03%	1,177,840.71	0.79%
TOTAL	125,450,535.56	100.00%	118,425,565.21	100.00%	120,366,393.70	100.00%	126,186,811.28	100.00%	149,134,445.33	100.00%
Expenses by OBJECT:										
100-199 Salary & Wages	71,179,402.96	56.74%	62,624,816.10	52.88%	61,916,226.09	51.44%	76,370,725.32	60.52%	85,992,181.27	57.66%
200-299 Employee Benefits	29,301,358.73	23.36%	28,524,989.09	24.09%	27,990,570.31	23.25%	24,508,861.73	19.42%	25,523,735.22	17.11%
300-399 Purchased Service	14,698,494.40	11.72%	9,472,900.25	8.00%	19,462,028.87	16.17%	13,544,591.22	10.73%	23,054,830.60	15.46%
400-499 Supplies & Material	5,537,599.49	4.41%	5,856,812.23	4.95%	5,669,768.37	4.71%	5,604,977.91	4.44%	7,424,820.18	4.98%
500-588 Capital Expendit.	3,936,577.35	3.14%	4,357,146.61	3.68%	4,080,611.49	3.39%	4,627,284.50	3.67%	5,433,815.41	3.64%
590-599 Other Capital Exp.		0.00%		0.00%		0.00%		0.00%		0.00%
700-799 Debt Service		0.00%	5,054,112.31	4.27%	819,588.91	0.68%		0.00%	2,215,983.74	1.49%
800-899 Other Expense	797,102.63	0.64%	-137,545.49		427,599.66	0.36%	640,860.60	0.51%	725,093.84	0.49%
900-999 Transfers & Leases		0.00%	2,672,334.00	2.26%		0.00%	889,510.00	0.70%	-1,236,014.93	-0.83%
TOTAL	125,450,535.56	100.00%	118,425,565.10	100.00%	120,366,393.70	100.00%	126,186,811.28	100.00%	149,134,445.33	100.00%

Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Overview/Definitions:
General Fund includes General (01), Transportation (03), and Operating Capital (05).
Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Revenues originate from Federal, State, or Local Sources. Some Federal revenues are allocated to states who, in turn, distribute those revenues to eligible school districts, charter schools, or other programs.

Revenue that is equalized, or has a tax levy component in the formula, will have the levy portion identified as local revenue. This may be state mandated, district opted, or voter approved.

Other local revenues include grants, gifts & donations, tuition billing, fees, gate receipts, and interest. The sale proceeds for properties may be identified separately from regular local revenue.

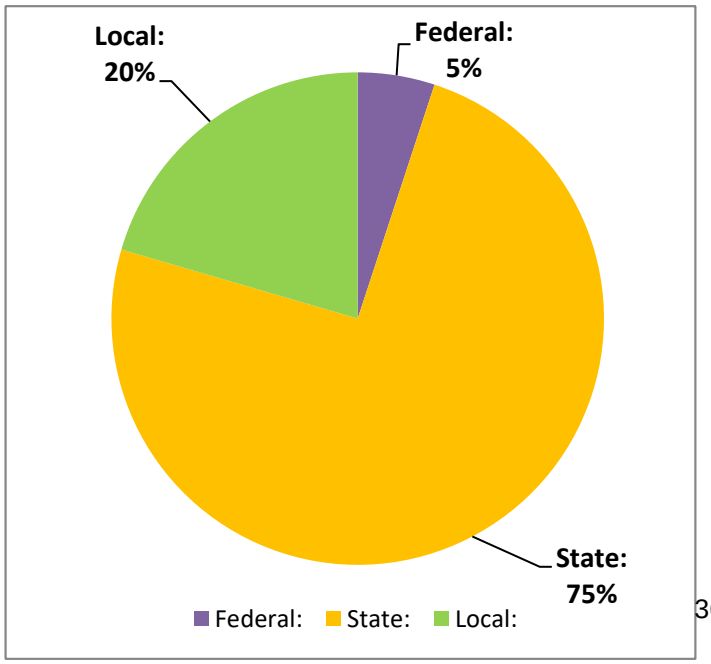
State revenue may be a component of statewide funding formulas, categorical aids in which a district must qualify, or state grants with specific scope and requirements.

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

Current estimated INITIAL GENERAL FUND Revenues for FY23:

****At this time the General Fund Budget is not taking into account investments from ESSER to adjust amounts.**

Federal:	$	5,738,555.00
State:	$	84,606,948.66
Local:	$	23,254,914.51
	$	**113,600,418.17**



Initial Budget Assumptions:

Basic Formula Allowance remains at $6,863 but MAY change with legislation.

Pupil Counts are projected lower in FY23 compared to the FY21 budgeted enrollment, projected at 7,985 Adjusted Average Daily Membership (ADM) - this is an increase of approximately 100 students compared to final FY21.

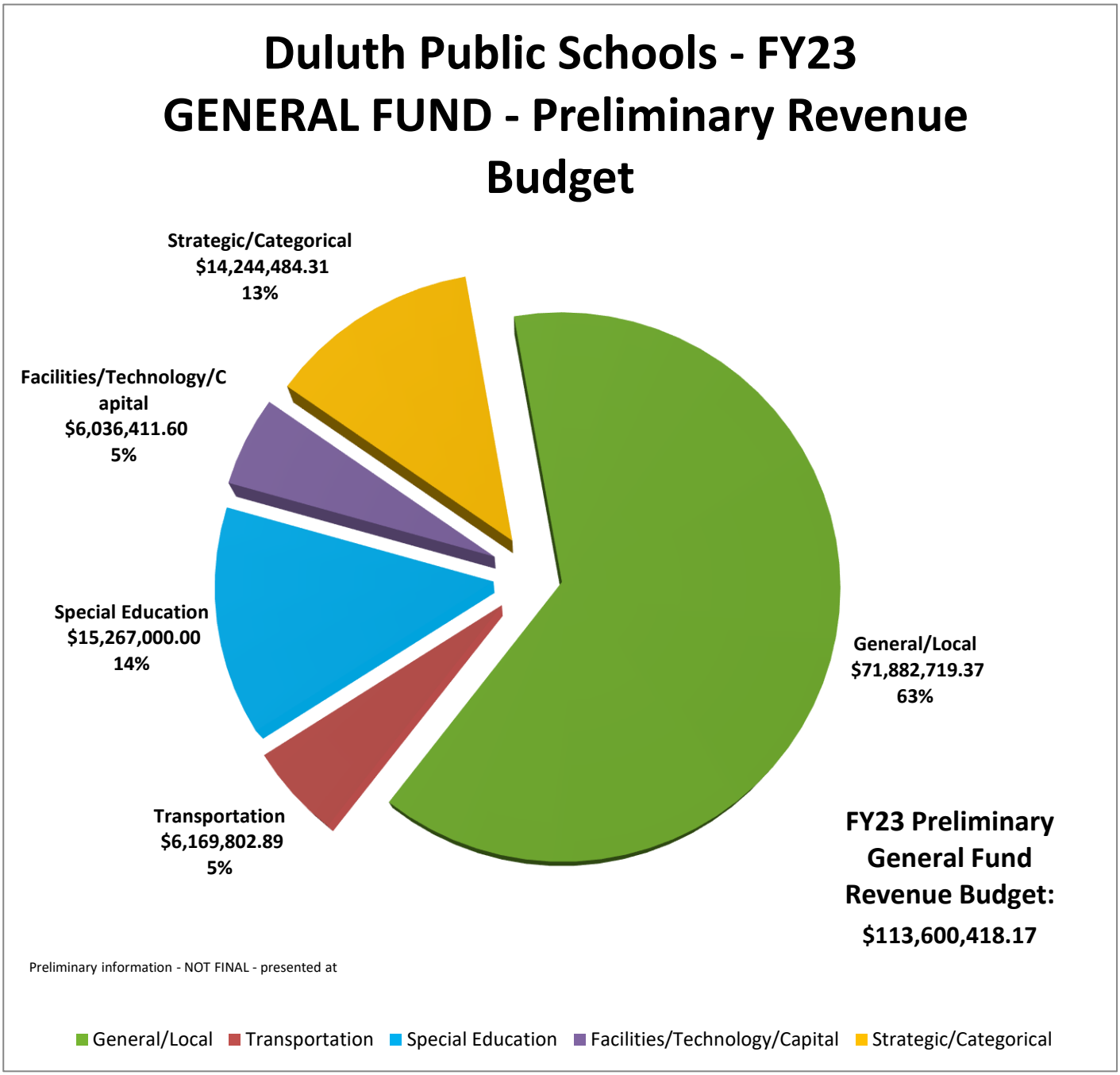
Categorical Revenues are estimated at FY22 levels unless other information is known.

Federal Title program revenue estimates are projected to be similar to FY22 based on projections due to Free & Reduced counts.

Other local revenues are estimated by prior

Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2023 (FY23)
General Fund

These same revenue estimates can also be viewed in relation to what program areas they support. In each of these categories there may be further detail or distributions related to statute, policy, or district priorities.



Strategic/Categorical:
Funding includes revenues that may apply to certain programs or District strategies.

Facilities/Technology/Capital:
Funding includes revenues designated for State directed or District directed foundational costs.

Special Education:
Funding includes estimated state reimbursement revenue for programs and Federal allocations.

Transportation:
Funding includes identified revenues attributable to regular and special transportation.

Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Unrestricted:	$	96,600,163.53
Restricted:		
Staff Development	$	1,200,064.18
Operating Capital	$	1,986,615.65
Basic Skills	$	5,218,752.06
Gifted & Talented	$	113,659.00
Learning & Dev.	$	1,730,545.00
Alt. Learning Ctr.	$	1,250,000.00
LT Fac. Maint.	$	3,544,244.24
Achiev. & Integrat.	$	1,634,206.55
Safe Schools	$	322,167.96
Total Restricted:	$	17,000,254.64
Total General Fund:	$	113,600,418.17

Restricted Revenues require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year.

Some **Unrestricted Revenues** may have defined uses but do not require a designated set aside balance to reserve.

Restricted Revenues come from state and local sources (aid and levy).

Unrestricted Revenues come from federal, state, and local sources.

Federal Sources are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of Federal funds have limitations.

Revenue Considerations:

***Possible adjustments to consider but not guaranteed**

$	598,827.00	Value of 1% Increase in Formula Allowance
$	4,000,000.00	ESSER Investment due to enrollment decline
$	420,700.00	Re-Enrollment of Students in FY23 (partial return)
$	250,000.00	Increase in SPED Cross Subsidy
$	-	Possible Hold Harmless for Compensatory
$	**-**	**Administrative Recommendation**
$	**113,600,418.17**	**RESIVED General Fund Revenue Budget**

Revenue Budget Comparison:

	Preliminary Estimated FY23	Budgeted FY22	Final FY21	Final FY20
Federal:	$ 5,738,555.00	$ 5,591,509.00	$ 6,618,218.79	$ 6,463,685.00
State:	$ 84,606,948.66	$ 85,214,393.10	$ 86,251,787.94	$ 87,254,553.00
Local:	$ 23,254,914.51	$ 21,173,451.74	$ 20,591,180.80	$ 22,037,496.00
	$ 113,600,418.17	**$ 111,979,353.84**	**$ 113,461,187.53**	**$ 115,755,734.00**
ESSER Investment	$ 4,000,000.00	$ 3,000,000.00	$ 4,999,620.22	
	$ 117,600,418.17	**$ 114,979,353.84**	**$ 118,460,807.75**	
	$ 1,621,064.33	Operational Increase/(Decrease) compared to FY22 (w/o ESSER)		

Revenue Notes:

Levy Increases from Pay20:	$ 2,089,560.86	(Mostly LTFM payment timing)
Additional Special Education Revenue:	$ 600,000.00	
Loss of Gen Ed vs. Budgeted FY22 (8,180):	$ (750,000.00)	
Loss of Compensatory:	$ (300,000.00)	
	$ 1,639,560.86	

Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Overview/Definitions:

General Fund expenses encompass a wide range of categories and are identified through coding to represent programming areas and use of funds.

Expenses may be funded through unrestricted, restricted, or fund balances. If a fund balance is being used, revenues and expenses may not tie out.

An overall surplus or deficit is the combination of all available funding sources.

Staffing for FY23 is currently an estimate. The District will continue to analyze programs and pupil trends to determine base needs. Staff funded by entitlement revenues may need to be adjusted based on funding.

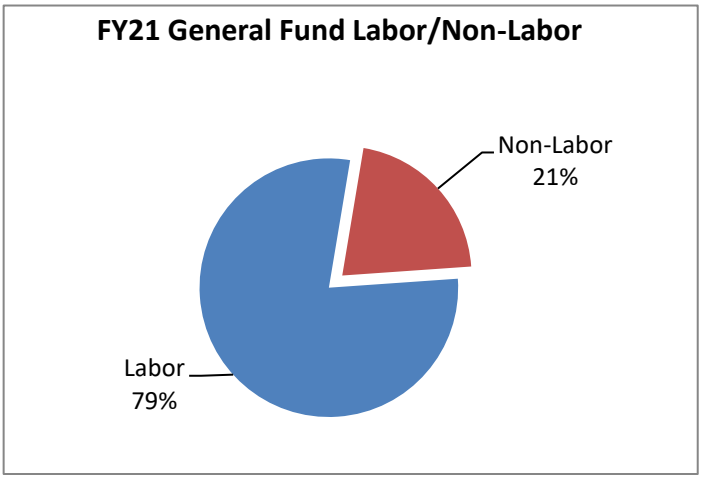
Consideration for effective use of funds will be the baseline to appropriately budget expenses in programs that best represent any restricted guidelines.

FY23 expense considerations may be the result of impacts from prior year budget or levy consequences.

Revenues that may become available through legislation or other sources not currently budgeted may trigger changes in expenses.

More meetings with building and program administration will be needed to determine any specific changes needed due to revenue adjustments, program reductions, or district priorities.

Labor/Non-Labor Summary



The majority of General Fund expenses are tied to salaries, wages, and benefits.

This pie chart shows the district's breakdown of Labor and Non-Labor expenses in the General Fund for Fiscal Year 2021.

It is expected that FY23 will look differently because of the use of Federal dollars for technology and equipment purchases.

This will be reviewed and updated for FY22 after

* Of the 79% Labor, 69% is Salaries and Wages and 31% is Benefits

Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

The **preliminary** expense budget was created using Fiscal Year 2022 (FY22) as a baseline and adjusting for a number of factors, including impacts from revenue. Due to COVID-19, FY21 has some unique factors. We will be spending the next 2 months going over expenses in more detail and providing adjustments.

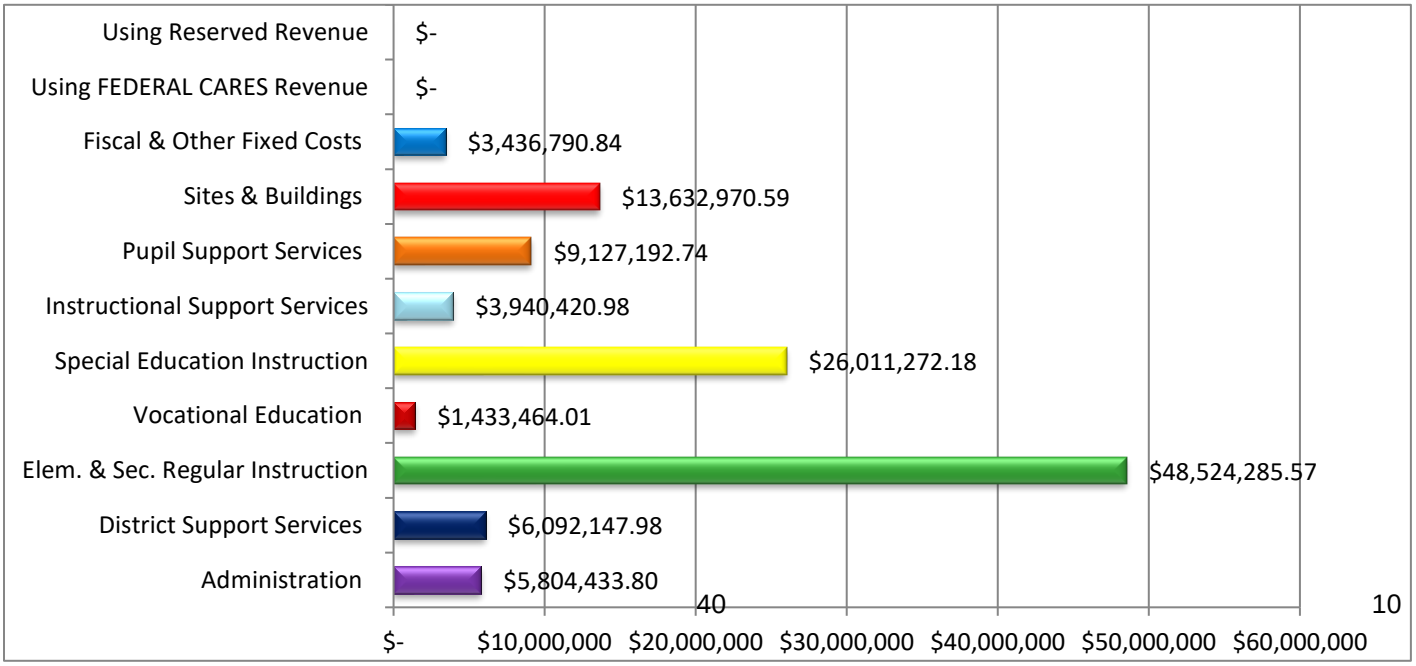
The program areas below are defined by the Minnesota Department of Education (MDE).

Program areas may include expenses using restricted or unrestricted revenues.

Fund Balance is not a program area, but it is noted here as a budget component in relation to use of revenue as a budget priority or need.

Expenses by Program Area - General Fund

PRO		FY23 BUDGET Expense	FY22 BUDGET Expense	Change
000-099	Administration	$ 5,804,433.80	$ 5,690,621.37	**$ 113,812.43**
100-199	District Support Services	$ 6,092,147.98	$ 5,972,694.10	**$ 119,453.88**
200-299	Elem. & Sec. Regular Instruction	$ 48,524,285.57	$ 47,110,956.86	**$ 1,413,328.71**
300-399	Vocational Education	$ 1,433,464.01	$ 1,405,356.87	**$ 28,107.14**
400-499	Special Education Instruction	$ 26,011,272.18	$ 25,501,247.24	**$ 510,024.94**
600-699	Instructional Support Services	$ 3,940,420.98	$ 3,825,651.44	**$ 114,769.54**
700-799	Pupil Support Services	$ 9,127,192.74	$ 8,861,352.17	**$ 265,840.57**
800-899	Sites & Buildings	$ 13,632,970.59	$ 13,235,893.78	**$ 397,076.81**
900-999	Fiscal & Other Fixed Costs	$ 3,436,790.84	$ 3,369,402.78	**$ 67,388.06**
FD BAL	Using FEDERAL CARES Revenue			$ -
FD BAL	Using Reserved Revenue		$ -	$ -
	Total Expenses General Fund:	**$ 118,002,978.68**	**$ 114,973,176.61**	$ 3,029,802.07



Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Preliminary Budget Considerations - Expenses

Salaries, Wages, and Benefits were adjusted based on average contractual increases and projected FY22 staffing changes (retirements) currently known. Upcoming negotiations may impact this category.

The FY23 budget includes the impacts of labor negotiations.

A $1.2 million transfer from General to LTFM was done in FY22 to balance the General Fund. Original use of LTFM funds is for building and facilities improvements. This will continue in FY23.

Planning for HR department staffing changes, along with considerations for strategic planning and other district planning initiatives are included in this budget.

Any potential property sales are not included in this budget. Should their be a sale, statute requires a deposit into the operating capital reserve. Funds will be reviewed and reserved.

This budget includes the continued investment in Special Education that started in FY20, but may adjust.

Projected Compensatory revenue is currently lower by $300,000. Legislation may change this. Administraton will be recommending changes in Compensatory allocation changes.

The use of ESSER funds will be determined after the regular opertaional budget is reviewed and built. One-time funds may fill gaps or create short-term initiatives to address district goals.

Special Education funding is still being reviewed, with consideration for impacts of tuition billing.

This budget is PRELIMINARY and subject to change.

Reductions may be required.

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Initial Revenues:	$	113,600,418.17
ESSER Investment:	$	4,000,000.00
Assigned Revenue:	$	400,000.00
Preliminary FY23 Revenue:	**$**	**118,000,418.17**
Initial Expenses:	**$**	**118,002,978.68**
Projected surplus/ (deficit):	**$**	**(2,560.51)** Will require additional budget adjustments.

Final Notes:
- All budget line items are still under review.
- More detail work will be done analyzing restricted revenues and expenses.
- This report is only in relation to the General Fund, which includes General, Transportation, and Capital Funds.
- This budget comparison includes all reserved and unreserved fund balances in the general fund and a final balance will not reflect a complete financial position of the district at this time.

Human Resources / Business Services Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 17, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Finance Department Report - Verbal
     - 2) Enrollment Report 5
     - 3) Child Nutrition Department Report 7
     - 4) Facilities Department Report 8
     - 5) Technology Department Report 9
     - 6) Transportation Department Report 10
3. **Recommended Resolutions**
   - A. HR-5-22-3886 - Approval of the Duluth Principals' Association Collective Bargaining Agreement 11
   - B. B-5-22-3889 - Acceptance of Grant Awards to Duluth Public Schools 40
   - C. B-5-22-3890 - Acceptance of Donations to Duluth Public Schools 43
4. **Consent Agenda**
   - A. HR Staffing Report 46
     - 1) Approval of Individual Contract, Assistant Superintendent of Schools, Anthony Bonds 48
   - B. Finances
     - 1) Financial Report 54
     - 2) Fundraisers - None
   - C. Bids, RFPs, and Quotes
     - 1) Bid - Purchase of Two New School Buses 55
   - D. Contracts, Change Orders and Leases
     - 1) Kraus-Anderson Construction Company Sourcewell Project Procurement/Gordian ezIQC (Contract Number MN-IRA-GC02-120518-KRU) for Denfeld high School - Room 1214 Toilet Room Modification for Special Education: REVISED due to a reduced scope of work and overall cost 57
5. **Miscellaneous Informational Items (no action required)**
   - A. District Properties Update 76
   - B. Expenditure Contracts 79
   - C. No Cost Contracts 173

D. Revenue Contracts - None
E. Grant Applications - None
F. Change Orders Signed - None
G. Referrals to Policy Committee - None

Human Resources Report Summary
April 2022 Activities

1) **Staffing Updates:**
Number of staffing changes Received by HR during the month of April. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	**2**	**10**
# Retirements	**7**	**2**
# Resignations	**4**	**10**
# Leave of Absences	**4**	**4**

2) **HR Department Updates:**
Human Resources Staff attended the 2022 Minnesota Education Job Fair on April 12, 2022. Attendance was light, but we had several students that stopped by to inquire about Special Ed and Immersion positions.

The Human Resources Director attended the MASPA Spring Conference on May 6, 2022. Topics included: How to Diversify the Educator Workforce: Local Guidance for Minnesota Schools and Legal Refreshers: Updates on Tenure Rules, Mandatory Reporting, and Employee Social Media Regulation.

One of our Human Resources Assistant, Melanie Soderlund resigned on May 6, 2022 to pursue other interests after serving the District for over 21 ½ years. Melanie was primarily responsible for all Certified staff hiring processes and played an integral part on the Human Resources team. We wish her well in her new endeavor.

Benefits Updates: Open Enrollment for Health Insurance is active. May 2nd - 13th. This is a passive enrollment for only those requesting changes. Another retirement information session (open to all staff) is scheduled for May 11th from 4:30 - 5:30 in the cafe upstairs. We currently have over 30 employees on our RSVP list.

Hiring Updates:
First round of postings for certified staffing for the 2022-23 school year were posted on Friday, April 29, 2022. The process was delayed several weeks due to finalization of the process, staffing needs discussion, etc. Summer School openings were posted starting May 3, 2022.

Current Openings as of Wednesday, May 5, 2022:

Licensed:
Athletics/Activities (1)
Summer School (45)
Teachers, Elementary (25)

Teachers, High School (1)
Teachers, Middle School (4)
Teachers, Special Education (2)

Clerical (2)
Maintenance/Transportation (2)
Technology (2)

Non Licensed:
Administrative/Management (1)

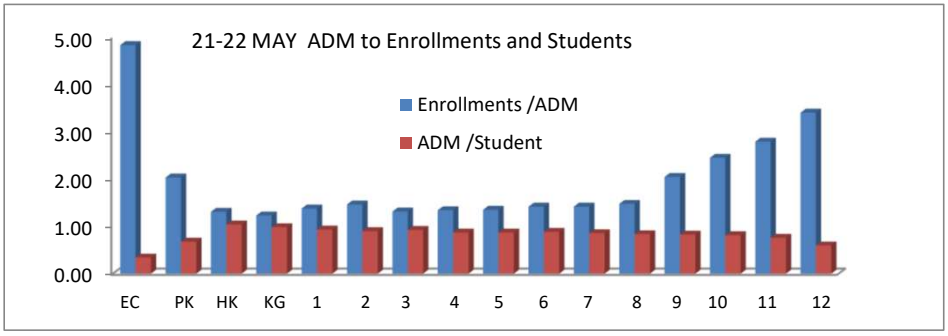
Food Service bid sheets for summer and for the 2022-23 school year were sent to staff on Monday, May 2nd.
Paraprofessional bumping Meeting will be held on May 24th.
Non-certified hiring for next school-year positions will start late May after internal bidding and bumping occurs.

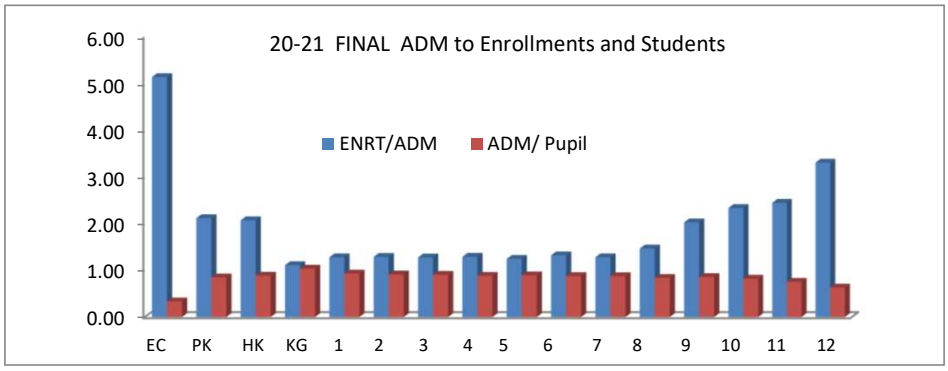
Contract Negotiations:

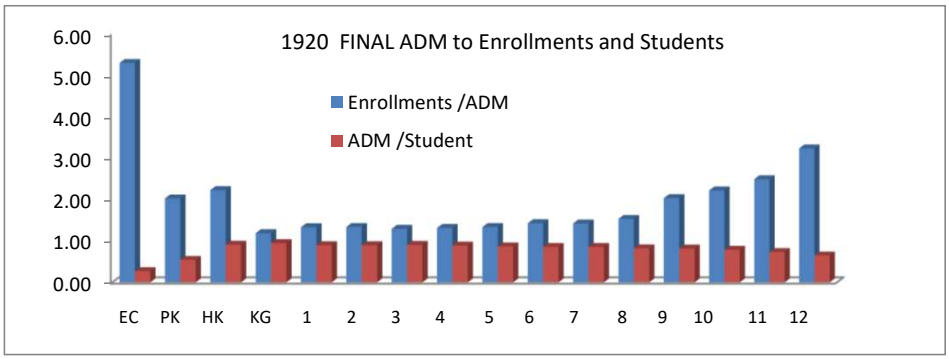
- We have a tentative agreement with Principals.
- We have started negotiations with the Clerical and Non-Certified Business Administrators.
- We will be starting with the Executive Employees Association on May 16, 2022.
- Mediation dates are being scheduled with Firemen and Oilers-likely late June, early July.
- We are still waiting on dates to start the Duluth District Wide Instructional Administrators Association.
- We are waiting for the Directors to request to reconvene.

Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
MAY 2022

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	630	382	334	130.32	100.00	4.83	0.34
PK	87	63	66	42.71	52.00	2.04	0.68
HK	146	107	120	111.36	105.00	1.31	1.04
KG	581	479	477	471.24	501.00	1.23	0.98
1	855	663	624	619.49	615.00	1.38	0.93
2	884	669	607.25	602.86	603.00	1.47	0.90
3	790	648	605	600.63	598.00	1.32	0.93
4	811	693	614	603.27	603.00	1.34	0.87
5	700	594	526	516.81	512.00	1.35	0.87
6	800	637	573.7	563.68	556.00	1.42	0.88
7	828	680	600.85	582.83	593.00	1.42	0.86
8	869	704	606.25	588.07	585.00	1.48	0.84
9	1345	793	675.24	656.05	662.00	2.05	0.83
10	1697	848	711.25	691.04	685.00	2.46	0.81
11	1745	823	642.23	623.98	625.00	2.80	0.76
12	2054	1009	620.15	602.53	610.00	3.41	0.60
PS	602	498					
Total:	14822	9792	8402.92	8006.86	8005.00	1.85	0.82
			+proj-budg>	1.86			



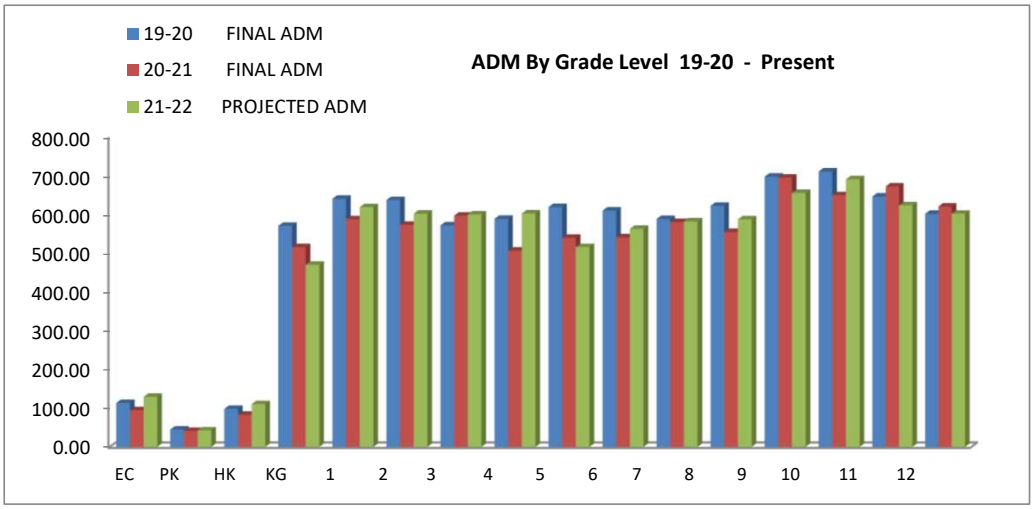




Duluth Public Schools Projected Average Daily Membership (ADM) Report
MAY 2022

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	630	382	334	130.32	100.00	4.83	0.34
PK	87	63	66	42.71	52.00	2.04	0.68
HK	146	107	120	111.36	105.00	1.31	1.04
KG	581	479	477	471.24	501.00	1.23	0.98
1	855	663	624	619.49	615.00	1.38	0.93
2	884	669	607.25	602.86	603.00	1.47	0.90
3	790	648	605	600.63	598.00	1.32	0.93
4	811	693	614	603.27	603.00	1.34	0.87
5	700	594	526	516.81	512.00	1.35	0.87
6	800	637	573.7	563.68	556.00	1.42	0.88
7	828	680	600.85	582.83	593.00	1.42	0.86
8	869	704	606.25	588.07	585.00	1.48	0.84
9	1345	793	675.24	656.05	662.00	2.05	0.83
10	1697	848	711.25	691.04	685.00	2.46	0.81
11	1745	823	642.23	623.98	625.00	2.80	0.76
12	2054	1009	620.15	602.53	610.00	3.41	0.60
PS	602	498					
Total:	14822	9792	8402.92	8006.86	8005.00	1.85	0.82
			+proj-budg>	1.86			

GRADE	19-20 FINAL ADM	20-21 FINAL ADM	21-22 PROJECTED ADM	Add'l Adjustments
EC	114.46	95.45	130.32	
PK	45.12	41.58	42.71	
HK	98.98	83.52	111.36	
KG	571.48	516.69	471.24	
1	641.06	588.40	619.49	
2	637.68	574.16	602.86	
3	572.54	597.62	600.63	
4	589.52	507.84	603.27	
5	619.65	540.73	516.81	
6	610.70	542.05	563.68	
7	589.04	581.07	582.83	
8	622.87	555.74	588.07	
9	697.70	695.44	656.05	
10	711.16	650.09	691.04	
11	646.82	672.61	623.98	
12	602.23	621.11	602.53	
Total:	8371.01	7864.10	8006.86	



Child Nutrition Report
APRIL 2022

Human Resources Activity:

- **New Employees Hired**: 0
- **Employee Resignations**: 2

Jobs Open:

Denfeld	3 helpers
East	4 helpers
Lincoln Park	3 helpers
Lowell	1 helper
Congdon Park	1 helper
Ordean East	3 helpers
District-wide	1 helper
Stowe	1 helper
Subs	3 helpers

The employee shortage has affected our staffing needs since September 2021 and continues thru March 2022.

Meals and Food Production Activity:

Number of meals served in April 2022

	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	BREAK WEEK		Monthly	Monthly	Average Daily	Average Daily
Week of:	4/1/2022	4/1/2022	4/4/2022	4/4/2022	4/11/2022	4/11/2022	4/25/2022	4/25/2022	4/11/2022	4/44/22	B	L	Breakfast	Lunch
Congdon	53	334	229	1354	306	1684	299	1739			887	5111	59	341
Denfeld	164	463	725	1937	832	2247	851	2294			2572	6941	171	463
East High	230	520	966	1952	1158	2343	1113	2479			3467	7294	231	486
Homecroft	120	282	539	1140	686	1401	672	1478			2017	4301	134	287
Lakewood	64	160	282	639	292	704	344	795			982	2298	65	153
Lester Park	221	377	931	1547	1141	1837	1146	1930			3439	5691	229	379
Lincoln park	125	385	545	1560	638	1859	670	1942			1978	5746	132	383
Lowell	215	417	1034	1717	1284	2164	1259	2231			3792	6529	253	435
Laura Macart	158	205	659	838	780	1008	852	1076			2449	3127	163	208
Myers-Wilkin	207	268	792	1063	991	1301	1025	1357			3015	3989	201	266
Ordean/East	91	601	427	2344	532	2785	541	2821			1591	8551	106	570
Piedmont	235	293	989	1211	1272	1493	1298	1516			3794	4513	253	301
Rockridge	20	21	70	85	92	119	92	113			274	338	18	23
Stowe	152	192	622	777	789	931	787	948			2350	2848	157	190
Unity	0	0	39	48	60	96	55	95			154	239	14	22
	1 day		4 days	snowday	5 days		5 days							
	2055	4518	8849	18212	10853	21972	11004	22814	0	0	32761	67516	2188	4507
Denfeld Supp	Mon-thurs	0		300		298		277				875	TOTAL	
Daily average		0		150		149		139		0				

Food and Supplies availability:

Supply chain issues continue to affect our ability to get products. Paper goods and food supplies are sometimes unavailable and have all gone up in price. We continue to find suitable substitutions so that students will still get a nutritional lunch and breakfast. The USDA outlook appears to see this trend continue into the summer months.

USDA Audit Preparation:

Child Nutrition is preparing to host a USDA/Minnesota State Audit. Auditor will be on site May 18, 19, 2022.

Facilities Management & Capital Project Status Report
April 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 178 work orders and are currently working on 188 open work orders.

- **Capital Construction**
  - Weather conditions will allow the Denfeld tower work to begin again shortly.
  - Congdon Park windows will be installed starting in early June.
  - MWE has a small roof section that will be completed this summer in June.

  Ongoing Discussion with Legal Representation
  - PSS Track Lane 1 Ponding Remediation. Final proposal is being sent to the contractor.

  Construction Tasks "On The Hill".
  - Work is ongoing in the existing Facilities building. Much has been done, and renovations are close to complete. The Print Shop is doing well in its renovated location.
  - Site / Utilities work has begun for the new DSC and Transportation Building.
  - A large effort by all has been ongoing to achieve required permits and agreements for construction to begin.

Building Operations

- Operations staff have been performing an excellent job at keeping our sites safe for students and staff.
- There are ongoing vacancies in the custodial ranks that we are working to fill.
- The contract negotiations process has begun with the Fireman and Oilers.

Health, Safety & Environmental Management

- Additional stairway evacuation chairs have been received. With these, every school with floors lacking same-level exits will have an evacuation chair on site.
- Noise Monitoring began in shop, band, and choir rooms. Data collection will be completed in May. This data will help to inform our hearing conservation plan.
- Several schools participated in severe weather awareness week by completing their tornado drills.
- Held the 3rd labor management safety committee meeting of 21-22 school year
- Several written programs have been added to safety website:
  - Playground Safety Management
  - Radon Management Plan
  - Personal Protective Equipment
  - Respirator Safety

Workers' Compensation Activities

April 2022

- First report of incidents:---------- 13
- OSHA recordable incidents:---------- 2
- Days away from work:---------- 13
- Days of restricted work:---------- 108

2022 YTD Incidents (January 1, 2022 - December 31, 2022)

- First report of incidents:---------- 66
- OSHA recordable incidents:---------- 14
- Days away from work:---------- 109
- Days of restricted work:---------- 257

Technology Department - March Report (4/1 - 4/30)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 1.2M Emails Messages Accepted/Delivered
        - 72K were identified as Spam
        - 4.3K were identified as Phishing
        - 9.3K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 10,552 Active Accounts
      - 25.22TB of storage
      - 290.1K Files shared externally
      - 71 Suspicious login attempts
      - 358 Failed user login attempts
      - Data Loss Prevention (DLP) policy
        - 2 High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None

- **Technology Help Desk Tickets (4/1 - 4/30)**
  - 374 New Technology Support Tickets Created
  - 315 Tickets were resolved
  - 540 Tickets remain unresolved
    - 253 Unresolved tickets for Chromebook repairs (Last month 197)
  - 13h 32m Average 1st response time
  - 132h 47m Average resolution time
    - (This increase is due to the number of Chromebooks needing repairs and my staff working on the K2 SMART Board Upgrades the last three weeks)

- **Projects**
  - We have completed the following SMART Board & Audio Enhancement upgrades for the K2 Classrooms and the Media Center
    - Lowell, Homecroft, Lakewood, Stowe, MacArthur, Myers-Wilkins, Denfeld, Lincoln Park and Ordean
  - We still need to finish (as of 5/4) the following schools
    - Lester Park, Congdon Park, Merritt Creek, Chester Creek, AEO and East HS.

Transportation Report
April 2022 Activities

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.

The Transportation department uses Versatrans as its student transportation software. The department is busy building and/or updating about 434 routes, many field trips and coordinating with Voyageur. There are *many* updates daily.

- 54 trips happened in April, 2022
- 86 scheduled so far for May, 2022

The last hired driver passed the final test on 4/29/22. COVID continues to be a concern, due to quarantine time.

As of February 7th 2022, the FMCSA has instituted the ELDT program for entry level drivers. This is a far more complex system than the previous and has required that Steven Johnson take lead on training since this is a new system and the protocol needs to be set. Also, since the ELDT requires that anyone training other drivers have a license the same or better than the one they are teaching for, this has removed a trainer as our router/trainer (Tobin) has not made that deadline.

In terms of COVID response, drivers have access to a Hudson sprayer with Virex to be used between routes for disinfection. Additionally, they have alcohol wipes for their own disinfection purposes. All drivers have access to two electrostatic sprayers as well.

The Transportation Department is pleased to announce the replacement of one engine as we await final approval for the purchase of two new buses.

Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). Maintenance on non-transportation vehicles “under 5” has begun. A&B scheduled maintenance inspection continues as well.

The average fleet age is 6.7 years. Current average mileage is 77,250 (goal is 50,000 – 60,000).

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

and

DULUTH PRINCIPALS' ASSOCIATION

EFFECTIVE DATES

August 1, 2021
to
July 31, 2023

AGREEMENT
Between
Duluth Principals' Association

and

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

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AGREEMENT

Between

Duluth Principals' Association

and

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

This Agreement, by and between the Duluth Principals' Association, hereinafter referred to as the ***"Association"***, and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as ***"School District"***, and relating to terms and conditions of employment, including the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

Definitions:
Subd. 1. "Principal" shall mean a principal or assistant principal appropriately licensed.

Subd. 2. "Seniority" shall mean employment under a as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave.

Subd. 3. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals.

ARTICLE I
Recognition

The School District formally recognizes the Duluth Principals' Association as the exclusive bargaining representative for the appropriate unit, including all Principals, Principals on Special Assignment, and Assistant Principals who are required to be licensed by the State Department of Education and who are public employees within the meaning of Minnesota Statute 179.06, Subd. 2, excluding Superintendents, Assistant Superintendents, district-wide administrators, supervisory employees who are not required to be licensed, confidential employees, and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees or affecting the role of the Association as the exclusive bargaining representative with any other organization or person except as required by law.

ARTICLE II
School District And Association Rights

Section 2.1 - School District Rights - Inherent Managerial Rights. The exclusive representatives recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such as areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel.

Section 2.2 - Job Advertisement. When a vacancy exists for which no member on layoff has full rights or when a new Principal or Assistant Principal position is created, the District shall communicate in writing the existence of such vacancy or new position to the Principals' Association. A vacancy is defined as a position or opening, which occurs following Board action. All Principal or Assistant Principal positions shall be posted with a minimum qualification being Minnesota Principal Licensure. Such shall be done in order to allow Principals' Association members the opportunity to express interest in and/or apply for vacancies within the unit. The District shall interview all Principals' Association members interested in a vacancy. The District will make all reasonable attempts to fill all positions with licensed candidates.
Any newly created administrative positions determined to be within the appropriate bargaining unit will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position and the number of contract weeks to be worked within ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and determine the number of weeks and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

Section 2.3 - Validity Or Conformity To Law Clause. If any provision of this Agreement is or shall at any time be contrary to law or affirmative action, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

Section 2.4 - Savings Clause. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

Section 2.5 - Association Dues. In the event the Association finds it necessary to make an assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or his/her representative as designated by the Association President. The withholding of such assessment shall be limited to not more than two (2) such withholdings per each contract year.

Section 2.6 - Matters Not Covered. This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 2.7 – Probation. Upon initial appointment to the Principals' Association, there shall be a two (2) year probationary period for individuals having teacher tenure in the District. In the event that such member on probationary status is determined to not meet District probationary standards for continued employment in the Principals' Association, that person shall have the right to return to his/her previous position or to an equivalent position to the one held prior to the probationary assignment with seniority and status that reflects all previous District employment.

Those unit members new to the District and on probationary status may be terminated pursuant to state statutes i.e. (122A.41).

Section 2.8 - Professional Development. The parties recognize that professional growth and development is a continuing obligation of members of the District's administrative team. Members shall avail themselves of professional growth opportunities for improving leadership skills.

Funds shall be provided to pay the costs of attendance at national, regional, or local conventions, workshops, clinics or other professional meetings or for professional organizations membership. All expenditures must be pre-approved by the Superintendent or his/her designee.

Yearly allowance shall be $1,200.00 to be made available for allowable expenses for each member. In addition, the District will pay up to $1000 per year for the following yearly dues: MASSP, MESPA, NESPA, or NASSP and BOSA dues. A member may carry forward for one (1) year to the next, any or all of the allowance that remains unused at the end of the contract year. The maximum individual allowance available including carry over shall not exceed $6000.

ARTICLE III
Terms And Regulations Of Employment

Section 3.1 - Definition of the Work Year. Member shall have as vacation days during the regular school year those days specified in the official school calendar as days when school is not in session. In the event teachers may be required to perform duties on other days or days in lieu of scheduled school days as provided in the official school calendar due to emergencies including energy conservation, members will also be required to adjust their annual work schedules accordingly without change in compensation. Strikes shall not be considered an emergency closing.

Section 3.2 - Summer School Administrative Positions. The School Board may create the position of summer school Coordinator(s) to plan, develop and coordinate District summer school programs. Summer school administrative positions may include the summer school Coordinator(s) and summer school Principal(s). If, by a mutually agreeable date, summer school administrative positions remain unfilled by unit members, the School District may fill the positions with non-unit members.

Availability of such position(s) shall be made known to unit members by mail and applications accepted in a timely manner. The stipend for such planning, development and coordination shall be $5,000.00. The services shall be considered part of the Principals normal work year.

Summer School Principal positions assigned to buildings shall be made known to unit members by e-mail or mail and applications accepted in a timely manner. Summer School Principal assignments will be filled in a timely manner. Pay for the summer school building assignments shall be on a pro- rata basis according to the class and step of the assigned member.

Section 3.3 - Weeks Beyond Regular School Year. The basic assignment for weeks worked before or after the student school year shall normally be in the members' assigned building.

Weeks worked beyond the student school year shall be distributed with at least two (2) weeks being worked immediately before and one (1) week after the student school year in the member's assigned building, except that Assistant Principals will work at least one (1) week before and one (1) week after the student school year in the assigned building.

Individual members and the Superintendent and/or his/her designee shall agree to distribution of the remaining contract weeks worked beyond the student school year.

Up to five (5) work days in each contract year may be assigned by the Superintendent for professional development activities outside the member's building. These five (5) days are in addition to regular meetings and normal on-going in-services that may occur during the student school year. An individual member and the Superintendent shall agree to the distribution of such days.

Section 3.4 - Adjustment In Work Year. Members with the Superintendent's or Superintendent Designee's approval, may adjust their contract year in order to allow for time off during the normal contract year.

A member may receive pro-rata compensation or compensatory time (at the discretion of the Superintendent) for services performed which goes beyond his/her contract year provided the Superintendent gives written approval for such services to be performed before such services are initiated.

Section 3.5 - Advancement Through The Salary Schedule. Members covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year of service in the School District, except as otherwise provided in this Agreement.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated Principal position in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of his/her contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

Section 3.6 - Placement On The Salary Schedule. Placement on the salary schedule for members newly employed by the School District will be determined by agreement between the individual and the School District. The unit will be notified in writing of the salary placement.

Placement on the salary schedule for members who are changing positions within the bargaining unit shall be made on the salary schedule on no less than a year for year basis for Principal and/or Assistant Principal experience in the School District.

Section 3.7 – Transfers. Should an involuntary transfer become necessary, the Principals' Association member and the Association shall be notified and be given reason in writing for such transfer by July 1, preceding the school year in which the transfer will occur. A copy of the job description for the position into which the Principal will be transferred will accompany the notices.

Should a vacancy occur and an involuntary transfer become necessary between July 1, and August 1, the Superintendent of Schools may transfer up to three (3) members (one senior high, middle school, elementary) of the Principals' Association to fill such vacancies and subsequent vacancies at his discretion. Since it is in the best interest of the Principals' Association and of the School District all transfers will be made in a timely manner. Transfers may occur at any time during the school year with the agreement of both the member and the Superintendent. Demotions governed by Minnesota Statutes 122.41, Subd. 6 shall not be considered transfers.

Section 3.8 – Salaries. The salaries of the members covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Members who begin their service in a position within the Principals' Association on or after February 3 of the school year will receive no increment the following year.

Section 3.9 – Additional Assistance: The District may request additional assistance from Duluth Principals' Association members. Areas of assistance may include mentorship, administrative professional development, administrative intern supervision, District leadership activities, action research or other activities. Any additional services will be arranged by mutual consent of the Principal or Assistant Principal and the District. The member shall receive pro-rata compensation for services performed provided the Superintendent or the Superintendent's designee gives written approval for such services to be performed.

Section 3.10 **– Establishment of a Seniority List & Bumping Progression**

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principal's bargaining unit.

Subd. 2. All principals will have a seniority date of the K-12 principal's list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list to discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 4. In the event the principals have been hired on the same date, the date of the board action will be a tie breaker. Those with the longest service in administration will retain existing administrative positions for which they are certified.

Subd. 5. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time positions involving continuous service.

Subd. 6. Bumping Progression

- High School Principal-Least Senior High School Principal-Least Senior Middle/Residential/ Alternative Principal-Least Senior Elementary-Least Senior High School Assistant Principal- Least Senior Middle School Assistant Principal-Least Senior Elementary Assistant Principal

Subd. 7. If an individual is left without an administrative assignment they shall be given the option of becoming a classroom teacher in a position for which they are certified. The new assignment will be made in accordance with Minnesota Statutes 122A.41 and 123A.19.

Section 3.11 - Tort/Liability Protection. The School District agrees, subject to the provisions of state statute that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against the member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

Section 3.12 – Absence Outside Building: When a Principal or Assistant Principal is absent from the building or placed in another assignment for longer than five (5) consecutive days, one of the following will take place after discussion between the District and the remaining Principal(s) or Assistant Principal(s) to fill the position after the fifth (5th) day.

A. A qualified substitute will be appointed to fill in; or
B. The remaining Principal(s) or Assistant Principal(s) in the building will receive pro-rata compensation for the additional hours worked due to the member absence; or
C. The District will pay for an alternative position such as Assertive Disciplinarian or Administrative Intern to assist with the additional duties required.

An exception may occur if an Assistant Principal or Principal is not anticipated to be off work for longer than five (5) consecutive days, but the extent of the absence is longer than five (5) days.

Section 3.13 – Filling Mid-Year Vacancies: Positions that become open during the school year may be:

A. Posted and filled with a permanent replacement; or
B. Posted as interim and filled with an interim replacement; or
C. Posted and filled with an Administrative Intern.

ARTICLE IV
Leaves Of Absence

Section 4.1 - Leaves Of Absence Without Pay.

A. Leaves of absence without pay shall be granted upon written application to the Executive Director of Human Resources for the following reasons:
   1. ***Military leaves*** of absence shall be granted to any member 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. However, if the member requests, parental leave shall be granted to the end of the school year. In order to be eligible for parental leave, the member must request the parental leave in writing to the Executive Director of Human Resources 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 members would have lost his/her position, pursuant to the layoff provisions of this Agreement, had member not been on parental leave, then the member is not entitled to reinstatement in the member's former position and, in such circumstances, the member shall retain all rights under the layoff and re-employment provisions of this Agreement as if the member had not been on parental leave.

      Any leave taken under this Section shall reduce the length of leave for which the member 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 member is eligible under this Section.

      Members may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.
   3. ***Family and Medical Leave Act.*** Members 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. ***Study Leave.*** Leaves of absence shall be granted, with the approval of the Superintendent, for a full time program of study related to the member's licensed field. Application for such leave is to be made by April 1 for the following school year. Such a leave may be extended subject to the approval of the School Board through a second consecutive full school year, provided application is made by April 1 for the following school year. The number of such leaves shall be not more than two (2) members in any one (1) school year. To qualify for such leave, a member must have three (3) years experience with the School District, and a member cannot repeat such leave within a three (3) year period.
   5. ***Medical Leave*** of absence up to two (2) years shall be granted while a member 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. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.

B. Upon termination of his/her leave of absence and return to the school system, the member shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
   1. ***Military Leave*** provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
   2. ***Medical And Parental Leave*** of absence less than eighty (80) working days in any school year;

3. ***Exchange*** administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries;
4. Federal, foreign or military education programs.

C. Any member on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums quarterly in advance to the School District.

Section 4.2 - Personal Leave Day. Members will be granted three (3) personal days each year. Each personal leave day will be available to the unit member at their discretion under the following guidelines:

1. A written request shall be submitted to the Superintendent or immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the member will assume the responsibility in such an emergency of notifying the Superintendent or immediate supervisor at the earliest possible time.
3. Personal leave days shall not be charged against accumulated sick leave. If coverage is necessary, it will be provided from within the Principals' Association.
4. A personal leave day shall not be taken during the first or last two (2) weeks of the school year. If emergency situations occur during these time periods personal leave shall be granted.
5. A member may accumulate two (2) unused personal leave days; however, no more than two unused personal leave days may be carried over from any one school year to the next school year.

Section 4.3 - Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the District of the Principal on leave. This provision shall also apply to leaves with pay.

Section 4.4 - Leaves Of Absence With Pay.

A. ***Military Leave.*** Military leave of absence with pay shall be granted as required by law.

B. ***Professional Leave.*** Members may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.

C. ***Sick Leave***

1. ***Yearly Allowance.*** Sick leave shall be accumulated at the rate of ten (10) days for the thirty-eight (38) week school year plus additional days for those employees covered by this Agreement whose work year exceeds thirty-eight (38) weeks at the rate of one (1) additional day for each three and eight-tenths (3.8) additional weeks of work. Annual maximum shall be thirteen (13) days per year.

   Cumulative Plan. Unused sick leave shall accumulate to a maximum of two hundred ten (210) days.
2. Holidays which occur during absence on account of personal illness, death in family or family leave shall be compensated for and shall not be deducted from sick leave.
3. ***Sick Leave Bank.*** For purposes of considering the establishment of a sick leave bank, a committee of three (3) members of the Association appointed by the President plus three (3) members appointed by the Superintendent, including the Executive Director of Human Resources, shall develop rules and regulations governing such a sick leave bank to be approved by the Association membership.

D. ***Death In Family Leave***

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.
2. A member 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.
3. Definition of ***"family"*** under death in family allowance shall constitute members of the immediate family of an employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and

nephew and when legal or financial responsibility or obligation has been determined. This shall also apply to foster relationships of the above listed categories.

E. ***Jury Duty***
   1. When a member is selected for jury duty, the Superintendent will be notified and that member will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
   2. The Principal will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

F. ***School-Related Injuries:*** A member who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of an assault, leave without loss of pay shall be granted until such time as LTD or worker's compensation becomes effective. Leave granted due to injury as a result of assault shall not be deducted from the member's accumulated sick leave.

G. ***Family Leave***
   1. Eligible members 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 member, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent.
   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, mother-in-law, father-in-law, 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 the city of Duluth as a domestic partner of an employee of the District.
   3. In addition to the above, members 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 member's dependent child in accordance with Minnesota Statute §181.9413 (2013).

Section 4.5 – Mid-Career Leaves. A Mid-Career leave of absence may be granted when approved by the Superintendent and School Board on the condition that it meets the requirements of Policy #4130.

Section 4.6 – Unrequested Leave of Absence.

A. Placement on Unrequested Leave of Absence

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation the provisions of Minnesota Statute 122A.41, as amended shall apply.

Subd. 2. Tenured principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list. Employees on probation, as defined in Section 2.7 will not be eligible for unrequested leave of absence.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unit as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

B. Reinstatement

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. The list shall be updated every October 1st, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principal's right to reinstatement shall terminate if they principal fails to file with the board by April 1 of any year, a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of the notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teacher or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of two (2) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

ARTICLE V
Insurance

Section 5.1 - The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

Section 5.2 - The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment 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 an improved level as the plan in effect on the date of this Agreement.

Section 5.3 - Group Term Life Insurance. Group term life insurance in the face amount of $75,000.00 will be provided for each employee in the Unit at no cost to the employee. Optional supplemental group life and A, D & D benefits equal to the maximum provided by the carrier and dependent life insurance, will be made available at the employee's cost as soon after the execution of this contract as is possible or readily transactable, whichever is later, provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those members, whether within or without the bargaining unit, who would be eligible for the administrators' group life insurance presently in effect in the School District.

Section 5.4 – Dental. The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or

family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration, may be selected.

Election of options only may be selected within the first thirty (30) days of employment or during the annual open enrollment period.

Section 5.5 - In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, such benefits shall, on the same basis and in the same manner be increased, decreased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long term disability insurance, liability insurance, earned medical plans (only as it pertains to the content of Article 8), dental, legal, sabbatical leaves, physical exams, payroll deductions, but shall not include life insurance, wages and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

ARTICLE VI

Travel

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. ***In-District-Travel.*** For Principals authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. ***Out-of-District Travel.*** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy (#3136R).

Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her delegated representative. Reimbursement for out-of-district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of members or the role of the exclusive representative of members in the meeting and negotiation process.

ARTICLE VII
Grievance Procedure And Arbitration

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.

Section 7.1 – Definitions.

A. A ***"grievance"*** is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
B. 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.
C. 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.

Section 7.2 - Representation Rights. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified, and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

Section 7.3 – Procedure. (Step I) The aggrieved employee shall present his/her grievance in writing to the Superintendent of Schools and the President of the Principals' Association within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Superintendent or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Superintendent and notify the aggrieved employee, his/ her designated representative and the Association. A decision in writing by the Superintendent or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

Section 7.4 – Arbitration. The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association 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 the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

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

Section 7.5 - Miscellaneous Provisions.

A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under 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 Superintendent of Schools or his/her designee may join for hearing separate

grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.

B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
C. 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.
D. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Superintendent or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Superintendent of Schools shall first authorize hearings at Step I during working hours.
G. For purposes of Minnesota Statutes 572.15(a), the arbitrator's decision shall be delivered by certified mail to the representatives of the employer and the union.
H. All filings, service, appeals, and other communications may be made electronically, by e-mail.

ARTICLE VIII
Health Care Savings Plan (HCSP)

Section 8.1 - To be eligible to receive the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS), a Principal or Assistant Principal (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District or 7 years of service as a member of the Duluth Principals Association.

Section 8.2 - Employees shall be granted sick leave in accordance with Article IV, Section 4.4 of the Principals' contract. Up to one hundred eighty (180) days of accumulated sick leave may be used for HCSP purposes.

Section 8.3 - The daily rate of pay (DRP) shall be the basic daily rate of pay, including longevity, plus performance pay at the time of separation (retirement or resignation) and does not include additional compensation for extra-curricular, extended employment or other additional compensation.

Section 8.4 - Determination Of the First HCSP amount. Up to one hundred (100) days of accumulated sick leave multiplied by the daily rate of pay at the time of retirement shall be contributed to the HCSP at the time of separation. The dollar amount for unused sick leave beyond one hundred (100) days as calculated according to Section 8.5 shall also be contributed to the HCSP at the time of separation.

Section 8.5 - Calculation Of Employee's second HCSP amount. Each employee shall be credited one (1) day for each year of service to the District. This total will be multiplied using the multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement or resignation. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Section 8.4. This total will be multiplied by the

employee's daily rate of pay at the time of separation and discounted by 3.5 percent. The discounted amount will be credited to the employee's HCSP.

Formula Multiplier Chart
(Accumulated Sick Leave Days = Formula Days)

Formula Days	Multiplier
171-180	3.38
0-170	2.50

1. The dollar amount for unused sick leave beyond one hundred (100) days will be discounted by 3.5%

EXAMPLE:

Years of Service	30.00
x 3.38	3.38
= Subtotal	101.40
+ Unused Sick Leave	180.00
= Total Days	281.40
x Daily Rate of Pay	$ 300.00
= Total Value of (HCSP)	$ 84,420.00
- First 100 Days	($ 30,000.00)
= Remainder	$ 54,420.00
- Discount	($ 1,904.70)
= Amount to MSRS	$ 52,515.30

Section 8.6 - Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or resignation.

Section 8.7 - The employee must give written notice of separation to the Senior Human Resources Manager prior to April 1 if not returning for the following school year, or three (3) months prior to separation if separating during the school year, except in cases involving serious illness or other justifiable cause, an employee may separate after such time limits with the approval of the Superintendent and may receive benefits under the HCSP.

ARTICLE IX
Paydays and Payroll Deduction Provisions

Section 10.1 – Paydays. All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. (Approximately every six years, there will be 27 pay periods, as a result an Employees pay will be adjusted accordingly.)

Effective July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

Section 10.2 - Method Of Payment. The employer may pay employees in the bargaining unit by depositing in such banks within the School District as the employer shall designate the net salary or wages owed to such employees in an account to be provided for each employee. Employees not desiring to do their banking with such banks as designated by the School District shall be permitted to withdraw such salary or wage payments from such banks without charge to the employee.

Section 10.3 - Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar, shall begin on the first payday following at least one (1) week's work for the School District.

10.4- Special Provisions.

A. United Way deductions shall be at a minimum of $10.00 and in regular payments of not less than $1.00 per month.
B. All insurance premiums shall be paid in advance of the month in which they are due.
C. Harbor Pointe Credit Union deductions shall be in multiples of $5.00 and may be altered not more than twice a year.
D. Tax sheltered annuity changes will be allowed at any time during the year.

ARTICLE X
Personnel Files

Section 11.1 - A member shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Administrative Offices or the local school office relating to the individual member as provided by Minnesota Statutes, Section 122A.41, Subd. 15, and to submit for inclusion in the file written information in response to any such material.

Section 11.2 - Identification or written authorization shall be required before access is given to any file.

Section 11.3 - All evaluations of a member shall be reviewed with the member by the immediate supervisor prior to filing. The member shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each member so evaluated shall be informed.

Section 11.4 - Official grievances filed by any member the grievance procedure shall not be placed in the personnel file of the member, nor shall such a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

Section 11.5 - All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

Section 11.6 - A member shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the Principal's signature.

Section 11.7 - Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name and reason for inspection.

ARTICLE XI
No Strike Clause

The Duluth Principals' Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a member covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless a member required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Members, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial five (5) working days of a strike or work stoppage. Such leave time shall be made up beyond the member's regular contract year, e.g. a forty (40) week member may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond his/her regular forty (40) week contract period. Should additional time, as determined by the Superintendent be necessary which exceeds the member's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

ARTICLE XII

Term Of Agreement

Section 13.1 - This Agreement shall be effective August 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from August 1, 2021 to July 31, 2023, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Section 13.2 - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2023, both parties shall present their proposals for changes in the agreement and commence negotiations for a new agreement.

Section 13.3 - This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota, this day 17th of May, 2022.

DULUTH PRINCIPALS' ASSOCIATION

By: _____
President

By: _____
Negotiations Chairperson

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chair of the School Board

By: _____
Clerk of the School Board

APPENDIX A

2021-2022 SALARY GRID								
Position	**Weeks**	**Class**		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Elementary Assistants	40	I	Annual	$89,576	$92,307	$95,177	$98,141	$101,412
			Monthly	$7,465	$7,692	$7,931	$8,178	$8,451
Middle School Assistants	42	II	Annual	$96,582	$99,791	$102,998	$105,623	$108,895
			Monthly	$8,049	$8,316	$8,583	$8,802	$9,075
Senior High Assistants	42	III	Annual	$96,972	$100,082	$103,290	$106,304	$109,575
			Monthly	$8,081	$8,340	$8,607	$8,859	$9,131
Elementary Principals	43	IV	Annual	$104,705	$108,088	$111,373	$114,757	$118,028
			Monthly	$8,725	$9,007	$9,281	$9,563	$9,836
Middle School Principals	45	V	Annual	$112,335	$116,084	$119,782	$123,428	$126,700
			Monthly	$9,361	$9,674	$9,982	$10,286	$10,558
Residential Principals	45	V	Annual	$112,335	$116,084	$119,782	$123,428	$126,700
			Monthly	$9,361	$9,674	$9,982	$10,286	$10,558
ALC/AEO Principals	45	V	Annual	$112,335	$116,084	$119,782	$123,428	$126,700
			Monthly	$9,361	$9,674	$9,982	$10,286	$10,558
Senior High Principals	46	VI	Annual	$120,421	$124,414	$128,407	$132,346	$135,618
			Monthly	$10,035	$10,368	$10,701	$11,029	$11,302

2022-2023 SALARY GRID								
Position	**Weeks**	**Class**		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Elementary Assistants	40	I	Annual	$91,592	$94,384	$97,319	$100,349	$103,693
			Monthly	$7,633	$7,865	$8,110	$8,362	$8,641
Middle School Assistants	42	II	Annual	$98,755	$102,036	$105,316	$108,000	$111,345
			Monthly	$8,230	$8,503	$8,776	$9,000	$9,279
Senior High Assistants	42	III	Annual	$99,154	$102,334	$105,614	$108,696	$112,041
			Monthly	$8,263	$8,528	$8,801	$9,058	$9,337
Elementary Principals	43	IV	Annual	$107,061	$110,520	$113,879	$117,339	$120,684
			Monthly	$8,922	$9,210	$9,490	$9,778	$10,057
Middle School Principals	45	V	Annual	$114,862	$118,696	$122,477	$126,205	$129,551
			Monthly	$9,572	$9,891	$10,206	$10,517	$10,796
Residential Principals	45	V	Annual	$114,862	$118,696	$122,477	$126,205	$129,551
			Monthly	$9,572	$9,891	$10,206	$10,517	$10,796
ALC/AEO Principals	45	V	Annual	$114,862	$118,696	$122,477	$126,205	$129,551
			Monthly	$9,572	$9,891	$10,206	$10,517	$10,796
Senior High Principals	46	VI	Annual	$123,130	$127,213	$131,296	$135,324	$138,670
			Monthly	$10,261	$10,601	$10,941	$11,277	$11,556

APPENDIX A
(Continued)

I. Salaries are determined by multiplying one's weeks of work per year by the weekly salary indicated on the appropriate step of the salary schedules unless otherwise provided herein.

II. Elementary Principals assigned to supervise more than one building shall receive a stipend of $35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

All Assistant Principals assigned to more than one building shall receive a stipend of $35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend will be in addition to the regular scheduled pay. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

APPENDIX B

Meet And Confer

When it is in the interest of either the District or the Principals' Association to discuss alternative employee benefits the meet and confer process will be utilized to resolve such issues.

Dated at Duluth, Minnesota, this 15th day of May, 2022.

DULUTH PRINCIPALS' ASSOCIATION

By: _____
President

By: _____
Negotiations Chairperson

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chairperson of the School Board

By: _____
Chief Negotiator

Memorandum of Understanding
Additional Professional Development and Leadership Stipend for 2021-2023 school years

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Duluth Principals Association ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for principals and other individuals employed in positions within the principal's bargaining unit (referred to herein as "Employees");

WHEREAS, during negotiations for the 2021-23 CBA, the parties agreed to execute this MOU outlining the parties' agreement to pay a Leadership Stipend in each of the contract years for the 2021-2022 and 2022-2023 school years;

NOW, THEREFORE, the Union and the District agree as follows:

1. For purposes of this MOU, the term "Employee" refers to individuals employed in a position that is in the principals' bargaining unit represented by the Union.

2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a Leadership stipend in the amount of $1200 for the 2021-22 contract year, and $1200 for the 2022-2023 contract year.

3. An Employee is eligible to receive the leadership stipend if one or both of the following two criteria are met:

    a. Employees employed on or after July 31, 2021 will be eligible for the 2021-2022 leadership stipend if they remain in active and eligible status through the members' contracted weeks. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after their last day on contract.

    b. Employees employed on or after July 31, 2022 will be eligible for the 2022-2023 leadership stipend if they remain in active and eligible status through the members' contracted weeks. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after their last day on contract.

4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the leadership stipend.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after July 31, 2023. No party may present or rely on this MOU as establishing any precedent or practice extending beyond July 31, 2023. This MOU will expire on July 31, 2023.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth below.

For _____
Independent School District No. 709

Dated: 5/17/22

For _____
Duluth Principals Association

Dated: 5/20/22

Memorandum of Understanding
One-Time Recruitment/Retention Stipend

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Duluth Principals Association ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for principals employed in positions within the principal's bargaining unit;

WHEREAS, the COVID-19 pandemic has caused staffing shortages and the District would like to offer retention incentives to respond to and address this problem;

WHEREAS, the District is willing to agree, on a one-time basis, to pay a $600 longevity and retention stipend during the 2021-22 school year to employees within the payment schedule and eligibility criteria defined below;

WHEREAS, during negotiations for the 2021-2023 CBA, the parties agreed to document the one-time longevity and retention stipend in a memorandum of understanding separate from the CBA;

NOW, THEREFORE, the Union and the District agree as follows:

1. For purposes of this MOU, the term "Employee" refers to individuals employed in a position that is in the principals' bargaining unit represented by the Union.

2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a one-time longevity and retention stipend in the amount of $600 for the 2021-22 school year.

3. An Employee is eligible to receive the longevity and retention stipend if one of the following two criteria are met:

    a. Employees hired and employed on or prior to July 31, 2021 are eligible if they have remained in active and eligible status through both parties' ratification of the 2021-2023 CBA. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle following both parties' ratification of the contract.

    b. Employees hired and employed after July 31, 2021 will be eligible if they remain in active and eligible status through June 10, 2022. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after June 10, 2022.

4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the one-time longevity and retention stipend.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after July 31, 2022. No party may present or rely on this MOU as

establishing any precedent or practice extending beyond July 31, 2022. This MOU will expire on July 31, 2022.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

For _____
Independent School District No. 709

Dated: 5/17/22

For _____
Duluth Principals Association

Dated: 5/20/22

Memorandum of Understanding
Additional Professional Development for 2021-2023 school years

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Duluth Principals Association ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for principals and other individuals employed in positions within the principal's bargaining unit (referred to herein as "Employees");

WHEREAS, during negotiations for the 2021-23 CBA, the parties agreed to execute this MOU outlining the parties' agreement to add an additional eight (8) hours of professional development in each of the contract years for 2021-2022 and 2022-2023;

NOW, THEREFORE, the Union and the District agree as follows:

1. The District will schedule 16 hours of additional professional development, which will be spread out over the years of the contract and be completed by 2023. The professional development will be jointly created by Directors, the Assistant Superintendent, and the Union's Executive Board.

2. This additional professional development will be mandatory, will be scheduled on mutually agreed upon evenings, will be held during the members' work weeks and will be centered on District priorities.

3. The Union and the District have a shared expectation that employees will participate in the additional PD day to the maximum extent possible.

4. Employees will receive a stipend of $1000 for each additional 8 hours of professional development.

5. Employees who do not complete the professional development for any reason will not be eligible for the stipend.

6. The stipend will be paid with the next available payroll cycle following the professional development hours.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after July 31, 2023. No party may present or rely on this MOU as establishing any precedent or practice extending beyond July 31, 2023. This MOU will expire on July 31, 2023.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth below.

For _____
Independent School District No. 709

Dated: 5/17/22

For _____
Duluth Principals Association

Dated: 5/20/22

R E S O L U T I O N

Duluth Principals' Association

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 Duluth Principals' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period August 1, 2021 to July 31, 2023, 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

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
DSACF – Duluth Public Schools Fund	Joshua Lehigh	Denfeld High School	$1,340.00	Audio Recording Studio
DSACF – Duluth Public Schools Fund	Steve Sandberg	Ordean East Middle School	$1,640.00	Coffee & Hot Chocolate Student Business
DSACF – Duluth Public Schools Fund	Stacey Achterhoff	Myers-Wilkins Elementary	$4,000.00	Create an Outdoor Classroom
DSACF – Duluth Public Schools Fund	Keely Waechter	Denfeld High School	$2,000.00	Denfeld Drama Technical Intensive

DSACF – Duluth Public Schools Fund	Phillip Thouin	Area Learning Center	$2,000.00	Duluth ALC Environmental Education Program
DSACF – Duluth Public Schools Fund	Lee Janson	Area Learning Center	$700.00	Graphic Novel Initiative
DSACF – Duluth Public Schools Fund & STEM	Kim Eaton	Stowe Elementary	DPS Funds $1,095 + STEM $205	Kindergarten Coders- Computer Science Fun!
DSACF – Duluth Public Schools Fund	Melinda Beaudry	Lakewood Elementary	$1,000.00	Literature Circles for EVERYONE!!
DSACF – Duluth Public Schools Fund	Christine Valento	Lincoln Park Middle School	$1,160.00	Ode to George Morrison: Anishinaabe Artist Study
DSACF – Duluth Public Schools Fund	Jennifer Kohel	Ordean East Middle School	$1,200.00	OEMS Mobile School Store
DSACF – Duluth Public Schools Fund	Rosslyn Kendrick	Laura MacArthur Elementary	$500.00	Ojibwe Artist Frank Bigbear Drawings
DSACF – Duluth Public Schools Fund	Brenda Goldfine	Lowell Elementary	$1,815.00	Oshki-Inwewin Family Engagement

DSACF – Duluth Public Schools Fund	Stacey Achterhoff	Myers-Wilkins Elementary	$1,500.00	School Garden Restoration
DSACF – Duluth Public Schools Fund	Jacinda Williams	Ordean East Middle School	$985.00	Secondary Speech-Language - Ordean MS & East HS
DSACF – Duluth Public Schools Fund	Emily Foyt	Piedmont Elementary	$1,380.00	Sensory Pathway for Piedmont
DSACF – STEM Funds	Kim Eaton	Stowe Elementary	$2,000.00	Small Scientists
DSACF – Duluth Public Schools Fund	Alesha Murphy	Myers-Wilkins Elementary	$2,000.00	Snack Station
DSACF – Duluth Public Schools Fund	Rosslyn Kendrick	Myers-Wilkins Elementary	$500.00	Social Emotional School Community Rock Garden
DSACF – Duluth Public Schools Fund	Amy Wicklund	Denfeld High School	$1,500.00	Square Register Kit for School Store
DSACF – Duluth Public Schools Fund	Amanda Goodreau	Laura MacArthur Elementary	$1,585.00	Support for Winter Outdoor play in Preschool

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
Lincoln Park	Mark Shubert & Kay Nierengarten - Project Joy	$1,000.00	Food Shelf	
Lincoln Park	Denise Nord	In Kind		Misc. school supplies
Lincoln Park	Amy Kireta - Swenson College of Science and Engineering	In Kind	Student Incentive	Love Creamery Gift Card $20
Lincoln Park	Jim & Barb Schwartz	In Kind	Swim Club	Swimming Goggles
Lincoln Park	Alberta Marana	In Kind	Band	Donated 2 band instruments
Headstart	Jane Killough	$50.00		
Headstart	Jane Killough	$50.00		
Piedmont	Miller Hill Subaru	$3,000.00	Divided among 6 teachers who will each receive $500 AdoptAClassroom.org credit to be used to purchase materials for their classrooms	This donation came through AdoptAClassroom.org. It will be available to teachers for the 22/23 school year
Ordean-East	Krystal Kathleen Carl	$120.00	Choir as Needed	
Area Learning Center	Rotary Club of Duluth, Harbortown Minnesota USA, INC.	$1,500.00	School Progject	
Area Learning Center	Anonymous	$125.00	Student Holiday Auction	Katie Danielson's friend donated $125 cash to go towards the 2021 Holiday

				Auction
Area Learning Center	Edye Washington	$20.00	Student Holiday Auction	
Area Learning Center	Morgan Stanley	$340.00	Student Holiday Auction	$250 in Luce cards (Dean McCall $100, Sam Thiesie $50, Mark Brown $100) $90 in cash from the Morgan Stanley group
Area Learning Center	A&L Properties	In Kind	Student Holiday Auction	A&L properties went on the Amazon list created for the Student Holiday Auction and bought everything in the first list
Area Learning Center	Anonymous	In Kind	Student Holiday Auction	Items bought through Amazon
Area Learning Center	Tom Greene - Enbridge	$100.00	Student Holiday Auction	Donation of 4 $25 Amazon gift cards
Area Learning Center	Cindy Pattison	$50.00	Student Holiday Auction	Katie can hand deliver thank you note to Cindy for the $50 cash donation
Area Learning Center	Michelle Foster	$20.00	Student Holiday Auction	Katie can hand deliver thank you to Michelle for the cash donation
Area Learning Center	Bernie Bernham	$100.00	Student Holiday Auction	
Area Learning Center	Anonymous	$325.00	Student Holiday Auction	$25 cash and 30 $10 Luce gift cards
Area Learning Center	Anonymous	In Kind	Student Holiday Auction	4 1 lb. gummy bears and a watch with leather strap
Area Learning Center	Lynn	$100.00	Student Holiday Auction	2 $50 Luce gift cards
Area Learning Center	Great Harvest	$30.00	Student Holiday Auction	3 $10 GC to Great Harvest
Area Learning Center	Becky Gamache	In Kind	Student Holiday Auction	2 plushies & a beanie hat
Area Learning Center	Mike Bobbe	In Kind	Student Holiday Auction	Donation of a beanie hat, skydeer men's gloves & a Dove gift set
Area Learning Center	Jennifer Black	In Kind	Student Holiday Auction	2 adult onesies, buffalo plaid and tie dye. She will take a digital thank you note via amazon

Area Learning Center	Gloria McCourtney	In Kind	Student Holiday Auction	Mini griddle, UNO & Taco Cat card game
Area Learning Center	UHG	In Kind	Student Holiday Auction	Hair/skin products, 2 plush throw blankets, 4 $20 gift cards (dominos, holiday gas)
Area Learning Center	Victoria	In Kind	Student Holiday Auction	Victoria bought off our Amazon list and will take a digital thank you through our Amazon account
Area Learning Center	Phil Thouin	In Kind	Student Holiday Auction	Doggie Gift Basket
Area Learning Center	Chris Vold	$40.00	Student Holiday Auction	4 $10 gift cards to Subway
Area Learning Center	Mike Zwak & DFT	$200.00	Student Holiday Auction	Mike & the DFT donated 10 $20 gift cards to Subway
Area Learning Center	Mike Zwak & Rebecca Eder	In Kind	Student Holiday Auction	Mike & the DFT donated 10 $20 gift cards to Subway
Area Learning Center	Hamilton Smith	In Kind	Student Holiday Auction	Hamilton donated shower kits, caramels, mittens, ice fishing sled with bucket ice scoop, gear/rod bag, trembrelay fudge chunk and swags
Area Learning Center	Shana Vesel	In Kind	Student Holiday Auction	Shana donated an assortment of gifts for the students

HUMAN RESOURCES ACTION ITEMS FOR: MAY 17, 2022

CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
BROADMOORE, AMY R	.4 TEMP ASSIGN MEDIA SPEC/ROCKRIDGE,CHESTER,MERRITT, .1 LESTER PARK, 20/38WKS,(MA)IV 4	4/26/2022	6/10/2022
SHERMOEN, MARIA M	.5 SOCIAL WORKER/DW, (MA), 3, V SUNDELL	4/04/2022	
Total: 2			

CERT LEAVE	POSITION	EFFECTIVE DATES	
HJELLE, REGAN E	MUSIC SPECIALIST/MYERS-WILKINS/LAURA MACARTHUR. .5 LWOP	11/30/2022	6/09/2023
HUBER, MEGAN A	GRADE 2/PIEDMONT	4/14/2022	6/10/2022
NELSON, PAMELA D	MATH/ORDEAN EAST	8/30/2022	6/09/2023
TWARDOWSKI, STEPHANIE A	SPEC ED ASD/EAST	8/30/2022	6/09/2023
Total: 4			

CERT LONG TERM SUB	POSITION	EFFECTIVE DATES	
ENGLUND, MAGGIE J	GRADE 2/PIEDMONT, (BA)III 2, M HUBER	4/25/2022	6/10/2022
HAMUS, ELIZABETH A	OCCUPATIONAL THERAPIST/DW, (MA)IV 6, A RICHARDS	3/08/2022	3/31/2022
Total: 2			

CERT RESIGNATION	POSITION	EFFECTIVE DATES
BAUER, SHAUNA M	SPEC ED/PIEDMONT	6/10/2022
EDMUNDS, JEBEH E	GRADE 5 TEACHER/CONGDON	6/10/2022
SEDERBERG, SUSAN B	SCHOOL NURSE/DW	6/10/2022
ZESTCOTT, AURORA R	SPEC ED RESOURCE/LAURA MACARTHUR	6/10/2022
Total: 4		

CERT RETIREMENT	POSITION	EFFECTIVE DATES
FLEEGE, PATRICIA A	ADULT EDUCATION COORDINATOR/ABE	4/25/2022
HEROLD, DEAN J	MATH/LINCOLN PARK	6/10/2022
HINZMANN, LYNN A	GERMAN/EAST	6/10/2022
HOESCHEN, KEVIN F	ORCHESTRA/ORDEAN EAST	6/10/2022
PEARSON, SANDRA L	GRADE 6/ORDEAN EAST	6/10/2022
SUTHERLAND, CINDY L	GRADE 4/PIEDMONT	6/10/2022
WIPSON, PATRICIA K	MEDIA SPECIALIST/ORDEAN EAST/EAST	6/10/2022
Total: 7		

CERT TEMP DECREASE	POSITION	EFFECTIVE DATES	
GILBERTSON, PAULA K	SPEC ED DEAF, HARD OF HEARING/DW, 1.0 TO .60	3/22/2022	6/10/2022
Total: 1			

CERT TEMP INCREASE	POSITION	EFFECTIVE DATES	
LINDULA, JOHN R	SOCIAL STUDIES/ALC, TOSA/DENFELD, .9 TO 1.0	1/24/2022	6/10/2022
OLSON, ANTHONY J	SPEC ED/ALC, 1/6 OVERLOAD	4/04/2022	6/10/2022
SEITZ, DANIELLE M	OCCUPATIONAL THERAPIST/DW, 1/6 OVERLOAD	3/07/2022	6/07/2022
WIKSTROM, MICHELLE L	OCCUPATIONAL THERAPIST/DW, 1/6 OVERLOAD	3/07/2022	6/07/2022
Total: 4			

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
BIANCHINI, JULIA	SPEC ED PROG PARA/DENFELD, 32.5/38WKS, $16.40/HR, J DUVALL	4/11/2022	
BOVARD, KAYLEE K	HEALTH ASSIST LPN PARA/ORDEAN EAST, 31.25/38WKS, $20.45/HR, B PRICE,TEMP POS	4/25/2022	
DAVIS, ELSIE V	SPEC ED PROG PARA/DW, 18/38WKS, $16.40/HR	5/02/2022	6/10/2022
JOHNSON, CHRISTINE M	SUPV PARA/LINCOLN PARK, 35/38WKS, $15.48/HR, G CLEMENTS	4/25/2022	
JORGENSON, AUTUMN L	ECSE PARA/STOWE, 31.25/38WKS, $16.40/HR	4/25/2022	
LARVA, MAIJALIISA J	PRE-SCHOOL PARA/DW, 39/38WKS, $16.40/HR, S BOCK	3/30/2022	
OLSON, HAYLEY C	OJIBWE IMMERSION PARA/LOWELL, 40/38WKS, $17.48/HR, L WINTER	3/31/2022	
PETERS, JULIANNE E	OSSX/PAYROLL/UHG, 40/52WKS, $21.08/HR, P PAQUETTE	4/13/2022	
QIU, WENLING	SUPV PARA/LINCOLN PARK, 35/38WKS, $15.48/HR, L LIVESAY	4/25/2022	
TVEDT, KATRINA L	PRE-SCHOOL PARA FLOATER/DW, 39/38WKS, $16.40/HR, L BJORSEN	4/11/2022	
Total: 10			

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
GUZZO, SHANNON M	SPEC ED PARA/DENFELD, DATE TBD	3/16/2022	
JUSCZAK, TAWNYA L	SUPV PARA/EAST	3/14/2022	6/10/2022
ONNEN, JACQUELINE A	SPEC ED PARA/HOMECROFT	3/28/2022	3/31/2022
WIEMANN, BARBARA J	NUTR SVCS ASST/EAST	3/31/2022	4/04/2022
Total: 4			

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
BLACK, JENNIFER L	OSSX/PAYROLL/FINANCE/UHG	4/15/2022
DUVALL, JACQUELINE E	SPEC ED PARA/EAST	4/19/2022
GREENSMITH, JEFFERY P	PRE-SCHOOL PARA/LOWELL	4/15/2022
HAMSMITH, KAYLEE E	SCHOOL CUSTODIAN I/ORDEAN EAST, PRESUMED	3/29/2022
HARRIS, JES WA E	MENTAL HEALTH PRACTITIONER PARA/DENFELD	5/06/2022
KHALAR, ASHLEY R	SPEC ED PARA/EAST	4/27/2022
O'BRIEN, AMY J	OSSX/PAYROLL/FINANCE/UHG	3/25/2022
POHLMANN, STEFANI K	SPEC ED PARA/EAST	5/06/2022
POWELL, ANYA SF	CAREER CENTER COORDINATOR/EAST	6/09/2022
SOLBERG, HAILEY M	NUTR SVCS ASST SUB/DW	3/29/2022
Total: 10		

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
ARCHAMBEAU-BRIDGE, SUSAN G	OSSS/LINCOLN PARK	7/31/2022
PRIVETT, WENDY J	ELEM SAT MGR/LOWELL	4/22/2022
Total: 2		

EMPLOYMENT AGREEMENT

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

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

I. Employment: The School District hereby employs, engages and hires Employee as Assistant Superintendent of Schools for ISD 709. Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.

The Employee shall furnish throughout the life of this contract a valid and appropriate Superintendent license.

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

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

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

A. Duration. This Contract is for a term of three (3) years commencing July 1, 2022, and ending June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.

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

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

be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

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

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

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

IV. Duty Year and Leaves:

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

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

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

C. Holidays. The Employee shall be entitled to ten (10) paid holidays each Contract year as designated by the School District.

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Convention Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day
- Christmas Day

D. Sick, Family & Personal Leave.

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

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

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

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

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

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

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

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

I. Jury Duty:

1. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.

2. The Employee will receive their regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

J. Personal Leave: The Employee shall be entitled to three (3) personal leave days per year, the second and third of which will be charged against accumulated sick leave.

K. School-Related Injuries: An Employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.

V. Insurance:

A. Health & Hospitalization. The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution in the sum of $5,000 for each of the 2022-2025 Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

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

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

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

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

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

VI. Other Benefits:

A. Tax-Sheltered Annuities. The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

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

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

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

VII. Compensation:

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

Salary		
2022-2023	2023-2024	2024-2025
$148,500	$151,470	$154,499

VIII. Other Provisions:

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

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

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

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

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

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

IX. **Severability:**

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

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

IN WITNESS WHEREOF, I have subscribed my signature this 17th day of May, 2022.

Anthony Bonds

IN WITNESS WHEREOF, I have subscribed my signature this 17th day of May, 2022.

Chair of the Board

Clerk of the Board

ISD 709 Duluth Public Schools

HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022

10-May-22 5/5/2022

REVENUES	21-22 CURRENT YEAR REVIS	ADOPTED BUDGET	REVISED BUDGET	21-22 RECEIVED TO YEAR TO DATE	21-22 RECEIPTS ENCUMBERED	21-22 BUDGET BALANCE
	FUND	July - June 2022	July -June 2022	July -June 2022	July -June 2022	July- June 2022
General	1	$ 101,087,520.51	$ 113,154,390.08	$ 76,031,696.31		$ 37,122,693.77
Food Service	2	$ 3,945,850.00	$ 3,945,850.00	$ 3,627,137.08		$ 318,712.92
Transportation	3	$ 6,504,716.31	$ 6,529,716.31	$ 3,051,525.70		$ 3,478,190.61
Community Ed	4	$ 7,830,758.86	$ 8,175,808.40	$ 5,142,006.91		$ 3,033,801.49
Operating Captial	5	$ 7,387,117.02	$ 7,387,117.02	$ 3,852,784.61	$ -	$ 3,534,332.41
Building Construction	6		$ 31,497,610.17	$ 31,497,610.17		$ -
Debt Service Fund	7	$ 22,660,833.56	$ 22,660,833.56	$ 2,303,689.48		$ 20,357,144.08
Trust Fund	8	$ 251,075.00	$ 251,075.00			$ 251,075.00
Dental Insurance Fund	20	$ 817,000.00	$ 817,000.00	$ 695,095.69	$ 22.74	$ 121,927.05
Student Acitivity Co-Curric	71		$ -	$ -		$ -
Student Acitivity	79		$ 130,805.54	$ 130,805.54		$ -
	98	$ -	$ -	$ -		$ -
	99	$ -	$ -	$ -		$ -
REVENUE	**TOTALS:**	**$ 150,484,871.26**	**$ 194,550,206.08**	**$ 126,332,351.49**	**$ - $ 22.74 $ -**	**$ 68,217,877.33**

EXPENSES	21-22 CURRENT YEAR REVIS	ADOPTED BUDGET	REVISED BUDGET	21-22 EXPENSES TO YEAR TO DATE	21-22 EXPENSES ENCUMBERED	21-22 BUDGET BALANCE
	FUND	July -June	July -June	July - June	July -June	July-June
General	1	$ 100,806,716.16	$ 112,827,360.63	$ 79,253,907.28	$ 344,689.92	$ 33,228,763.43
Food Service	2	$ 4,243,339.99	$ 4,243,339.99	$ 3,080,768.66	$ 390,553.28	$ 772,018.05
Transportation	3	$ 6,110,465.19	$ 6,135,465.19	$ 5,828,214.47	$ 77,346.13	$ 229,904.59
Community Ed	4	$ 8,233,997.45	$ 8,610,508.98	$ 5,373,368.57	$ 84,420.29	$ 3,152,720.12
Operating Captial	5	$ 8,055,997.62	$ 8,055,997.62	$ 5,493,097.81	$ 165,114.86	$ 2,397,784.95
	6	$ -	$ 4,589,066.84	$ 4,427,755.87	$ 161,310.97	$ (0.00)
Debt Service Fund	7	$ 23,166,651.00	$ 23,166,651.00	$ 25,058,327.81		$ (1,891,676.81)
Trust Fund	8	$ 250,000.00	$ 250,000.00			$ 250,000.00
Dental Insurance Fund	20	$ 817,000.00	$ 817,000.00	$ 534,544.95		$ 282,455.05
Student Acitivity Co-Curric	71					$ -
Student Acitivity	79		$ 41,125.11	$ 40,330.94	$ 794.17	$ (0.00)
	98					$ -
	99					
EXPENSE	**TOTALS**	**$ 151,684,167.41**	**$ 168,736,515.36**	**$ 129,090,316.36**	**$ - $ 1,224,229.62 $ -**	**$ 38,421,969.38**

Esser 11 Expenses

Fin 155 Expenses $ 5,593,442.94

Fund 06 Expenses

debt serv payment/prof serv course 000/000	$ 1,293,412.60
admin owner pymnt course 800	$ 113,932.59
admin design serv course 801	$ 695,620.65
admin constru mngmt course 802	$ 353,845.66
admin commissions course 803	$ 19,202.18
interior surf constr costs course 804	$ 2,048,873.30
admin site services 805	$ 63,492.26
long term lease 806	$ 687.50
	$ 4,589,066.74

Fund 01 Ex Curr Student Activity

Prog 298	Revenue	$ 247,253.12
Prog 298	Expenses	$ 217,262.15

HOGLUND BUS COMPANY
Your Fleet Solutions Partner

Main: 763.295.5119
Toll Free: 800.866.3105
Fax: 763.295.4992

116 E. Oakwood Drive
PO Box 249
Monticello, MN 55362
www.hoglundbus.com

Stock #: 28428, 28427 Date: 4/7/2022 Salesperson: Randy Johnson

Buyer Name: (Last) _____ (First) _____ (Middle) _____

Company Name: Duluth Public Schools ISD #709

Address: 215 N 1st Ave East City: Duluth State: MN County: St Louis Zip: 55802

Phone: 218-336-8970 Fax: 218-336-8773 Buyer DOB: _____ Co-Buyer DOB: _____

Cell Phone: _____ E-Mail Address: _____

Lienholder: None Address: _____

Please enter my order for: [x] NEW [ ] USED [ ] DEMO Buyers Insurance Co.: Indiana Insur Co

Buyers policy number: BA8330334 EXP Date: 7-1-21

Year	Make	Model	Body	Transmission	Color	Interior
2023	IC	CE	Conv	Auto	Y	W

Vin#:	Lic.#/Plate Type	GVW	Capacity	Mileage	Delivered on/about
TBD	TE	29800	68+		spring 2023

DOT#:

Delivery Address: 3200 W Superior St, Duluth 55806

TRADE-IN DATA

Year	Make	Model	Body Style

Vin #: NONE

Lic. Plate #:	Lic. State:	Exp.
Mileage Now:	Transmission:	

Does your trade-in have a branded title or Insurance Salvage History? [ ] YES [ ] NO

Is the pollution control equipment on your trade-in intact and in operating condition? [ ] YES [ ] NO

Dealer's Disclaimer of Warranty

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply

Cash Price of Vehicle				
Freight				
State Bid Contract Sale				
28427- 2023 IC CE - 68+ lift bus per specs			$100,719	00
28428- 2023 IC CE 68+ lift bus per specs			$100,719	00
Tax, Title & License are subject to change				
TE Plates 8/19 - 2/20		TOTAL	$201,438	00
Registration Tax	20 00	Less Trade-In/Allowance (-)	00	
Plate Fee	31 00	Trade Difference	$201,438	00
Public Safety Vehicle Fee	7 00			
Transfer Tax	20 00			
Title/Transfer Fee	16 50	Motor Vehicle Sales Tax	$13,093	47
State/Deputy Filing Fee	22 00	Service Contract		
Lien Recording Fee	00	Document/Admin Fees	200	00
TIV tax	44 50	Handicap Options	$19,292	00
TOTAL LICENSE AND FEES →			161	00
		SUBTOTAL	$234,184	47
		Less Amount Submitted With Order (-)		
		Plus Balance Owing To Lienholder On Trade In (+)		
		TOTAL AMOUNT DUE ON DELIVERY	$234,184	47

The front and back of this **CONTRACT** comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted: _____ X _____

Buyer's Signature Accepting Terms of Contract

CAL Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

1. **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment for the VEHICLE.
2. **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the Manufacturer, I agree to deliver the VEHICLE to YOU.
3. **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges to ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (See Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
4. **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.
   When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
5. **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME when YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
6. **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
7. **Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
8. **Taxes:** The price of the VEHICLE does not include federal or state taxes or any other tax or governmental fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.
9. **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
10. **New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLES's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
11. **Use VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see Paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality of performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.
12. **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
13. **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale. (La información que aparece en la ventanilla de este vehículo forma es parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.)

Memorandum

To: **Ms. Jill Lofald**
School Board Chair

Ms. Cathy Erickson
CFO/Executive Director of Business Services

From: **David J. Spooner**
Manager of Facilities

Date: **May 4, 2022**

Re: **Kraus-Anderson Construction Company Sourcewell Project Procurement/Gordian ezIQC (Contract Number MN-IRA-GC02-120518-KRU) for Denfeld High School - Room 1214 Toilet Room Modification for Special Education - REVISED due to reduced work scope - Work Order #102738.00.**

Attached is a Proposal from Kraus-Anderson Construction Company to perform work as defined to reconfigure two rooms and construct such into an accessible toilet and shower room. This bathroom construction is required to create an appropriate bathroom as related to the program needs.

These construction services are procured through Gordian ezIQC, Sourcewell contract number **MN-IRA-GC02-120518-KRU**.

The contract for this work, as defined in the attached Kraus-Anderson proposal, will be for a Lump Sum amount not to exceed ~~**$224,000.00**~~ **$164,837.72.00.**

Recommendation:

I am recommending the School Board approve this revised proposal at the regular School Board Meeting on May 17, 2022 (original approval date June 15, 2021), and for Ms. Jill Lofald, School Board Chair, to be authorized to sign and enter into an agreement on behalf of the School Board with Kraus-Anderson Construction Company when the appropriate AIA contract documents are received.

BUDGET CODE: 01 E 005 420 740 520 000

DocuSign Envelope ID: 9945474B-9DCB-4765-A47C-07E4492AFA9B

GORDIAN®

Work Order Signature Document

Sourcewell EZIQC Contract No.: MN-IRA-GC02-120518-KRU

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number: 102738.00 Work Order Date: 05/03/2022

Owner PO No:

Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

Owner Name:	Duluth Public Schools	Contractor Name:	Kraus-Anderson Construction Company
Contact:	David Spooner	Contact:	Dustin Wick
Phone:	218-336-8700	Phone:	218-722-3775

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN-IRA-GC02-120518-KRU.

Brief Work Order Description:

Bathroom Remodel

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Duration

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $164,837.72

Owner Purchase Order Number:

Approvals

Owner Date

DocuSigned by: Dan Markham 38DF18733C424D0... 5/4/2022

Contractor Date

DocuSigned by: David Spooner 1AFAF2483495423... 5/4/2022

ISD 709 - Facilities Manager - Dave Spooner Date

DocuSigned by: Jackie Ward DD8E4124EA044DF... 5/4/2022

ISD 709 - Program Manager - Jackie Ward Date

ISD 709 Budget Code: 01 E 005 420 740 520 000

DocuSign Envelope ID: 9945474B-9DCB-4765-A47C-07E4492AFA9B

Detailed Scope of Work

To: Dustin Wick
Kraus-Anderson Duluth
No Data Input
No Data Input,
218-722-3775

From: David Spooner
Duluth Public Schools
215 N. 1st Ave E
Duluth, MN 55802
218-336-8700

Date Printed: May 03, 2022

Work Order Number: 102738.00

Owner PO No:

Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

Brief Scope: Bathroom Remodel

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Demolition, Casework, Drywall, ceilings, Flooring, specialties, Mechanical, Electrical, and all Fixtures associated with current drawings.

DocuSigned by:
Dan Markham
38DF18733C124B0...

Contractor — Date: 5/4/2022

Owner — Date:

DocuSign Envelope ID: 9945474B-9DCB-4765-A47C-07E4492AFA9B

Contractor's Price Proposal - Summary

Date: May 03, 2022

Re:

IQC Master Contract #:	MN-IRA-GC02-120518-KRU
Work Order #:	102738.00
Owner PO #:	
Title:	Duluth Public Schools Denfeld Bathroom Remodel 2022
Contractor:	Kraus-Anderson Construction Company
Proposal Value:	$164,837.72

01 General	**$6,633.79**
01 General Conditions	**$64,279.95**
02 Demolition	**$12,570.70**
06A Rough Carpentry	**$189.71**
07B Insulation	**$1,134.60**
07J Joint Sealants	**$185.00**
08 Doors Frames & Hardware	**$3,542.73**
09A Drywall & Plaster	**$9,722.89**
09B Tile	**$16,040.05**
09C Acoustic Ceiling	**$652.78**
09K Painting	**$2,630.16**
10A Specialties	**$2,108.83**
12C Casework & Countertops	**$4,660.60**
21A Fire Suppression	**$2,896.23**
22A Plumbing	**$21,652.80**
23A HVAC	**$3,123.61**
26A Electrical	**$12,813.29**
Proposal Total	**$164,837.72**

The Percentage of NPP on this Proposal: **%**

DocuSign Envelope ID: 9945474B-9DCB-4765-A47C-07E4492AFA9B

Contractor's Price Proposal - Detail

Date: May 03, 2022

Re:
IQC Master Contract #: MN-IRA-GC02-120518-KRU
Work Order #: 102738.00
Owner PO #:
Title: Duluth Public Schools Denfeld Bathroom Remodel 2022
Contractor: Kraus-Anderson Construction Company
Proposal Value: $164,837.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X**			
01 General						
1	01 22 23	00 0277		MO	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	$6,633.79
X				Installation	Quantity 1.00 x Unit Price 4,385.11 x Factor 1.5128 = Total 6,633.79	
					Machine only, no operator	
Subtotal for 01 General						**$6,633.79**
	Sect.	**Item**	**Modifer**	**UOM**	**Description**	**Line Total**
Labor	**Equip.**	**Material**	**(Excluded if marked with an X**			
01 General Conditions						
2	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$2,904.00
				Installation	Quantity 2,640.00 x Unit Price 1.00 x Factor 1.1000 = Total 2,904.00	
					Performance & Payment Bonding	
3	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$3,238.40
				Installation	Quantity 2,944.00 x Unit Price 1.00 x Factor 1.1000 = Total 3,238.40	
					Permit	
4	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$209.00
				Installation	Quantity 190.00 x Unit Price 1.00 x Factor 1.1000 = Total 209.00	
					HVAC Permit	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

01 General Conditions

5 01 22 16 00 0002 EA — Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal. — $1,089.00

	Quantity		Unit Price		Factor	=	Total
Installation	990.00	x	1.00	x	1.1000	=	1,089.00

Plumbing Permit

6 01 22 16 00 0002 EA — Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal. — $631.40

	Quantity		Unit Price		Factor	=	Total
Installation	574.00	x	1.00	x	1.1000	=	631.40

Electrical Permit

7 01 22 23 00 0150 MO — Up To 2,000 CFM Portable Negative Air Machine With Pre-Filter And HEPA Filter — $4,008.77

	Quantity		Unit Price		Factor	=	Total
Installation	2.00	x	1,324.95	x	1.5128	=	4,008.77

Remodeling in Active School - Can

8 01 22 23 00 0151 EA — Replacement HEPA Filter, 99.99% Efficient @ 0.3 Micron For Negative Air MachineRequired if over 800 hours operation. — $1,316.92

	Quantity		Unit Price		Factor	=	Total
Installation	4.00	x	217.63	x	1.5128	=	1,316.92

Remodeling in Active School - Can

9 01 22 23 00 0152 LF — Discharge Flexible Duct For Negative Air Machine — $158.84

	Quantity		Unit Price		Factor	=	Total
Installation	100.00	x	1.05	x	1.5128	=	158.84

Remodeling in Active School - Can

10 01 22 23 00 0277 MO — 3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator — $24,406.68

	Quantity		Unit Price		Factor	=	Total
Installation	1.00	x	16,133.45	x	1.5128	=	24,406.68

Specific to Demo - Removal of Debris from Entrance Cart to Dumpster. Entrance location Inaccessible to Dumpster

11 01 22 23 00 0809 WK — Torch Burning Package With Full Time OperatorIncludes torch set , regulator, hoses, oxygen tank and acetylene tank. — $4,927.84

	Quantity		Unit Price		Factor	=	Total
Installation	1.00	x	3,257.43	x	1.5128	=	4,927.84

Acetylene Torch required for soldering piping

12 01 56 16 00 0002 SF — 6 Mil, Plastic Sheeting, Applied To Floors — $307.58

	Quantity		Unit Price		Factor	=	Total
Installation	884.00	x	0.23	x	1.5128	=	307.58

Demo protection outside masonite areas

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

01 General Conditions

13 01 56 16 00 0076 — SF — Masonite For Temporary Floor Protection — $1,853.72

	Quantity		Unit Price		Factor	=	Total
Installation	1,156.00	x	1.06	x	1.5128	=	1,853.72

Specific to Demolition of materials over existing floors that need protection.

14 01 56 26 00 0007 — LF — Temporary 10' High Chain Link Fence And Posts, Up To 6 Months — $7,598.04

	Quantity		Unit Price		Factor	=	Total
Installation	350.00	x	14.35	x	1.5128	=	7,598.04

Protection from school children during demolition to and from dumpsters and staging area

15 01 56 26 00 0052 — EA — 24' Wide, 10' High, Temporary Chain Link Fence Gate, Up To 6 Months — $1,871.64

	Quantity		Unit Price		Factor	=	Total
Installation	2.00	x	618.60	x	1.5128	=	1,871.64

Protection from school children during demolition to and from dumpsters and staging area

16 01 66 19 00 0005 — CY — Transfer Delivered Materials Distances Greater Than 125', Per CY Of Material Per 125' — $502.25

	Quantity		Unit Price		Factor	=	Total
Installation	80.00	x	4.15	x	1.5128	=	502.25

17 01 71 13 00 0003 — EA — Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc. — $1,644.47

	Quantity		Unit Price		Factor	=	Total
Installation	2.00	x	543.52	x	1.5128	=	1,644.47

Skid Steer to Demo

18 01 74 13 00 0002 — CSF — Clean Miscellaneous Surfaces, Wipe Down With Mild Detergent — $501.87

	Quantity		Unit Price		Factor	=	Total
Installation	25.00	x	13.27	x	1.5128	=	501.87

Cleaning outside of work space

19 01 74 19 00 0014 — EA — 20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. — $2,535.45

	Quantity		Unit Price		Factor	=	Total
Installation	4.00	x	419.00	x	1.5128	=	2,535.45

Specific to demolition debris

20 01 74 19 00 0029 — CY — Traditional Building Construction Materials Landfill Dump Fee — $2,082.82

	Quantity		Unit Price		Factor	=	Total
Installation	80.00	x	17.21	x	1.5128	=	2,082.82

21 01 74 23 00 0005 — EA — Clean Commercial Plumbing Fixture — $127.38

	Quantity		Unit Price		Factor	=	Total
Installation	5.00	x	16.84	x	1.5128	=	127.38

Cleaning outside of work space

22 01 74 23 00 0009 — EA — Clean Commercial Light Fixture — $109.65

	Quantity		Unit Price		Factor	=	Total
Installation	4.00	x	18.12	x	1.5128	=	109.65

Cleaning outside of work space

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

01 General Conditions

23	01 74 23	00 0010		SF	Clean Mirror								$2.57
				Installation	Quantity 10.00	x	Unit Price 0.17	x	Factor 1.5128	=	Total 2.57		
					Cleaning outside of work space								
24	01 74 23	00 0013		EA	Clean Cabinets								$254.76
				Installation	Quantity 8.00	x	Unit Price 21.05	x	Factor 1.5128	=	Total 254.76		
					Cleaning outside of work space								
25	02 90 50	00 0035		SF	Carpet, Light Clean								$1,089.22
				Installation	Quantity 2,000.00	x	Unit Price 0.36	x	Factor 1.5128	=	Total 1,089.22		
					Cleaning outside of work space								
26	02 90 50	00 0037		SF	Suspended Ceiling, Tile And Grid, Light Clean								$907.68
				Installation	Quantity 2,000.00	x	Unit Price 0.30	x	Factor 1.5128	=	Total 907.68		
					Cleaning outside of work space								

Subtotal for 01 General Conditions **$64,279.95**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

02 Demolition

27	01 56 16	00 0065		SF	5/8" BC Plywood Wall Sheathing On Both Sides, Temporary Wood Stud Wall, 16" On Center								$9,984.48
				Installation	Quantity 1,200.00	x	Unit Price 5.50	x	Factor 1.5128	=	Total 9,984.48		
					Temporary Barricades to Separate Construction Area from Students								
28	02 41 19	13 0029		EA	Drill 2" Diameter Core In Up To 4" Concrete								$406.28
				Installation	Quantity 8.00	x	Unit Price 33.57	x	Factor 1.5128	=	Total 406.28		
29	02 41 19	16 0008		SF	Removal Of Resilient/Linoleum Flooring And Salvage								$88.95
				Installation	Quantity 120.00	x	Unit Price 0.49	x	Factor 1.5128	=	Total 88.95		
30	02 41 19	16 0016		SF	Demolish Drywall Ceiling								$105.29
				Installation	Quantity 120.00	x	Unit Price 0.58	x	Factor 1.5128	=	Total 105.29		
31	02 41 19	16 0018		SF	Demolish Suspended Plastered Ceiling And Suspension System								$155.82
				Installation	Quantity 100.00	x	Unit Price 1.03	x	Factor 1.5128	=	Total 155.82		
32	02 41 19	16 0053		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides								$1,829.88
				Installation	Quantity 540.00	x	Unit Price 2.24	x	Factor 1.5128	=	Total 1,829.88		

Subtotal for 02 Demolition **$12,570.70**

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

06A Rough Carpentry

33	06	11	16	00 0140		LF	2" x 4" Pressure Treated Wood Blocking To Steel							$189.71
						Installation	Quantity 30.00	x	Unit Price 4.18	x	Factor 1.5128	=	Total 189.71	

Subtotal for 06A Rough Carpentry **$189.71**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

07B Insulation

34	07	21	16	00 0005		SF	3-1/2" Thick, Kraft Faced, R-15 Fiberglass Flexible Insulation							$1,134.60
						Installation	Quantity 750.00	x	Unit Price 1.00	x	Factor 1.5128	=	Total 1,134.60	

Subtotal for 07B Insulation **$1,134.60**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

07J Joint Sealants

35	07	92	13	00 0003		CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking							$185.00
						Installation	Quantity 0.50	x	Unit Price 244.58	x	Factor 1.5128	=	Total 185.00	

Subtotal for 07J Joint Sealants **$185.00**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

08 Doors Frames & Hardware

36	08	12	13	13 0011		EA	4' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame							$926.56
						Installation	Quantity 2.00	x	Unit Price 306.24	x	Factor 1.5128	=	Total 926.56	
37	08	12	13	13 0011	0074	MOD	For Welded Frames, Add							$180.02
						Installation	Quantity 2.00	x	Unit Price 59.50	x	Factor 1.5128	=	Total 180.02	
38	08	14	16	00 0178		EA	3'-8" x 7' x 1-3/4" Thick, 5 Ply, Hollow Core (HC), Oak Faced Wood Door							$1,106.79
						Installation	Quantity 2.00	x	Unit Price 365.81	x	Factor 1.5128	=	Total 1,106.79	
39	08	71	23	00 0033		PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Plain Bearing, Wrought Steel Hinge							$267.10
						Installation	Quantity 4.00	x	Unit Price 44.14	x	Factor 1.5128	=	Total 267.10	
40	08	71	23	00 0788		EA	8" x 32", 0.050" Thick, Satin Aluminum Finish, Aluminum Kick Plate							$117.97
						Installation	Quantity 2.00	x	Unit Price 38.99	x	Factor 1.5128	=	Total 117.97	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

08 Doors Frames & Hardware

41	08 71 23	00 2243		EA	Surface Mounted High Security Door Closer, Metal Cover (LCN 4510)								$944.29
				Installation		Quantity 2.00	x	Unit Price 312.10	x	Factor 1.5128	=	Total 944.29	

Subtotal for 08 Doors Frames & Hardware **$3,542.73**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

09A Drywall & Plaster

42	09 22 16	13 0004		SF	3-5/8" Width, 16" On Center, 25 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners								$3,154.26
				Installation		Quantity 935.00	x	Unit Price 2.23	x	Factor 1.5128	=	Total 3,154.26	
43	09 22 16	13 0004	0005	MOD	For Horizontal Installation Up To 10' High, Add								$117.54
				Installation		Quantity 185.00	x	Unit Price 0.42	x	Factor 1.5128	=	Total 117.54	
44	09 22 16	13 0049		LF	12" Wide, 14 Gauge Galvanized Steel Backing Plate								$260.96
				Installation		Quantity 30.00	x	Unit Price 5.75	x	Factor 1.5128	=	Total 260.96	
45	09 22 36	23 0027		SF	4.0 LB/SY, Installed On Ceiling, 3/8" High Rib Metal Lath								$828.77
				Installation		Quantity 256.00	x	Unit Price 2.14	x	Factor 1.5128	=	Total 828.77	
46	09 24 23	00 0004		SF	Two Coat Troweled Stucco, Scratch/FinishExcludes lath and felt. Interior or exterior, one side.								$1,475.52
				Installation		Quantity 256.00	x	Unit Price 3.81	x	Factor 1.5128	=	Total 1,475.52	
47	09 24 23	00 0004	0037	MOD	For >100 To 500, Add								$309.82
				Installation		Quantity 256.00	x	Unit Price 0.80	x	Factor 1.5128	=	Total 309.82	
48	09 29 00	00 0006		SF	5/8" Gypsum Board								$2,156.65
				Installation		Quantity 1,440.00	x	Unit Price 0.99	x	Factor 1.5128	=	Total 2,156.65	
49	09 29 00	00 0025		SF	5/8" Moisture Resistant Gypsum Board								$460.86
				Installation		Quantity 256.00	x	Unit Price 1.19	x	Factor 1.5128	=	Total 460.86	
50	09 29 00	00 0056		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board								$958.51
				Installation		Quantity 1,440.00	x	Unit Price 0.44	x	Factor 1.5128	=	Total 958.51	

Subtotal for 09A Drywall & Plaster **$9,722.89**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

09B Tile

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
09B Tile						
51	09 30 13	00 0002		SF	Less Than 8" x 8" Mounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	$474.26
				Installation	Quantity 30.00 x Unit Price 10.45 x Factor 1.5128 = Total 474.26	
52	09 30 13	00 0002	0065	MOD	For Up To 50, Add	$269.58
				Installation	Quantity 30.00 x Unit Price 5.94 x Factor 1.5128 = Total 269.58	
53	09 30 13	00 0002	0068	MOD	For Epoxy Grout, Add	$49.01
				Installation	Quantity 30.00 x Unit Price 1.08 x Factor 1.5128 = Total 49.01	
54	09 30 13	00 0005		SF	Less than 8" x 8" Mounted Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	$8,349.60
				Installation	Quantity 485.00 x Unit Price 11.38 x Factor 1.5128 = Total 8,349.60	
55	09 30 13	00 0005	0073	MOD	For Epoxy Grout, Add	$895.12
				Installation	Quantity 485.00 x Unit Price 1.22 x Factor 1.5128 = Total 895.12	
56	09 30 13	00 0010		LF	4-1/4" To 4-1/2" High Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim	$728.04
				Installation	Quantity 35.00 x Unit Price 13.75 x Factor 1.5128 = Total 728.04	
57	09 32 00	00 0002		SF	1-1/4" Minimum Thickness Portland Cement Mortar Setting BedFor commercial floors. Includes 15# felt and wire reinforcement.	$171.32
				Installation	Quantity 25.00 x Unit Price 4.53 x Factor 1.5128 = Total 171.32	
58	09 32 00	00 0002	0058	MOD	For Up To 50, Add	$126.70
				Installation	Quantity 25.00 x Unit Price 3.35 x Factor 1.5128 = Total 126.70	
59	09 34 00	00 0022		SF	5/16" Thick, High-Density Polyethylene Membrane With Grid Structure And Underside Anchoring Fleece, Waterproofing, Uncoupling And Vapor Management Membrane (Schluter® DITRA-XL)	$698.16
				Installation	Quantity 130.00 x Unit Price 3.55 x Factor 1.5128 = Total 698.16	
60	09 39 00	00 0007		LF	3/8" Height, Aluminum Edge Protection Trim For Tile (Schluter® SCHIENE)	$681.12
				Installation	Quantity 168.00 x Unit Price 2.68 x Factor 1.5128 = Total 681.12	
61	09 67 29	00 0004		SF	Epoxy Flooring Trowel Applied Mortar Compound, 1/4" Heavy Duty (6,000 - 7,500 PSI)	$3,006.24
				Installation	Quantity 180.00 x Unit Price 11.04 x Factor 1.5128 = Total 3,006.24	
62	09 67 29	00 0004	0174	MOD	For Up To 500, Add	$590.90
				Installation	Quantity 180.00 x Unit Price 2.17 x Factor 1.5128 = Total 590.90	
Subtotal for 09B Tile						**$16,040.05**

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Contractor's Price Proposal - Detail Continues..

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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

09C Acoustic Ceiling

63	09 53 23	00 0005		SF	2' x 4' Grid, 15/16" T Bar Ceiling Suspension System								$397.11
				Installation		Quantity 150.00	x	Unit Price 1.75	x	Factor 1.5128	=	Total 397.11	
64	09 53 23	00 0005	0135	MOD	For >50 To 200, Add								$93.04
				Installation		Quantity 150.00	x	Unit Price 0.41	x	Factor 1.5128	=	Total 93.04	
65	09 65 19	19 0004		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Rave®)								$162.63
				Installation		Quantity 50.00	x	Unit Price 2.15	x	Factor 1.5128	=	Total 162.63	

Subtotal for 09C Acoustic Ceiling **$652.78**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

09K Painting

66	09 91 23	00 0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work								$2,156.65
				Installation		Quantity 1,440.00	x	Unit Price 0.99	x	Factor 1.5128	=	Total 2,156.65	
67	09 91 23	00 0153		SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work								$272.61
				Installation		Quantity 170.00	x	Unit Price 1.06	x	Factor 1.5128	=	Total 272.61	
68	09 91 23	00 0241		LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work								$200.90
				Installation		Quantity 80.00	x	Unit Price 1.66	x	Factor 1.5128	=	Total 200.90	

Subtotal for 09K Painting **$2,630.16**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

10A Specialties

69	10 28 13	13 0009		EA	Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick B-263)								$170.64
				Installation		Quantity 1.00	x	Unit Price 112.80	x	Factor 1.5128	=	Total 170.64	
70	10 28 13	13 0027		EA	Two Roll, Surface Mounted, Acrylonitrile Butadiene Styrene (ABS) Plastic Toilet Tissue Dispenser (Bobrick B-5288)								$73.28
				Installation		Quantity 1.00	x	Unit Price 48.44	x	Factor 1.5128	=	Total 73.28	
71	10 28 13	13 0055		EA	24 Fluid Ounce, Surface Mounted, Translucent Polyethylene Soap Dispenser (Bobrick B-156)								$57.49
				Installation		Quantity 1.00	x	Unit Price 38.00	x	Factor 1.5128	=	Total 57.49	
72	10 28 13	13 0120		EA	Partition Mounted, Stainless Steel Sanitary Napkin/ Tampon Disposal (Bobrick Classic B-354)								$240.19
				Installation		Quantity 1.00	x	Unit Price 158.77	x	Factor 1.5128	=	Total 240.19	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

10A Specialties

73	10	28	13	13 0126		EA	24" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x24)						$302.21
						Installation	Quantity 3.00	x	Unit Price 66.59	x	Factor 1.5128	=	Total 302.21
74	10	28	13	13 0133		EA	36" x 54", Two Wall, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5837)						$174.77
						Installation	Quantity 1.00	x	Unit Price 115.53	x	Factor 1.5128	=	Total 174.77
75	10	28	13	13 0176		EA	33" Width, Wall-Mounted, Foam Padded, Naugahyde® Folding Shower Seat (Bobrick B-517/518)						$712.65
						Installation	Quantity 1.00	x	Unit Price 471.08	x	Factor 1.5128	=	Total 712.65
76	10	28	13	13 0184		EA	Stainless Steel Shower Curtain Hook (Bobrick B-204-1)						$36.64
						Installation	Quantity 14.00	x	Unit Price 1.73	x	Factor 1.5128	=	Total 36.64
77	10	28	13	13 0185		EA	42" Width x 72" Height, Vinyl Shower Curtain (Bobrick B-204-2)Requires 7 curtain hooks.						$91.83
						Installation	Quantity 2.00	x	Unit Price 30.35	x	Factor 1.5128	=	Total 91.83
78	10	28	13	13 0317		EA	24" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 2436)						$151.95
						Installation	Quantity 1.00	x	Unit Price 100.44	x	Factor 1.5128	=	Total 151.95
79	10	28	16	13 0026		EA	Shower Curtain Rod, Polished Chrome						$97.18
						Installation	Quantity 1.00	x	Unit Price 64.24	x	Factor 1.5128	=	Total 97.18

Subtotal for 10A Specialties **$2,108.83**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

12C Casework & Countertops

80	12	35	70	13 0002		EA	36" High Base Sink Unit, 2 Doors; Midmark MC-SBS005-243624						$773.74
						Installation	Quantity 1.00	x	Unit Price 511.46	x	Factor 1.5128	=	Total 773.74
81	12	35	70	13 0024		EA	84" High Tall Storage Unit, 2 Doors; Midmark MC-STP032-368424						$2,704.43
						Installation	Quantity 1.00	x	Unit Price 1,787.70	x	Factor 1.5128	=	Total 2,704.43
82	12	35	70	13 0031		EA	30" High Overhead Unit, 2 Doors; Midmark MC-SOHO42-243014						$695.52
						Installation	Quantity 1.00	x	Unit Price 459.76	x	Factor 1.5128	=	Total 695.52
83	12	36	61	16 0004		SF	1/2" Thick, Color Group "B", Solid Surface Countertop Without BacksplashQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).						$356.45
						Installation	Quantity 6.00	x	Unit Price 39.27	x	Factor 1.5128	=	Total 356.45

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

12C Casework & Countertops

84	12 36 61	16 0007		EA	Cutout For Sink And/Or Faucet In Solid Surface Countertop								$130.46
				Installation		Quantity 1.00	x	Unit Price 86.24	x	Factor 1.5128	=	Total 130.46	

Subtotal for 12C Casework & Countertops **$4,660.60**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

21A Fire Suppression

85	21 13 13	00 0003		EA	Exposed Piping, Light Hazard, Complete Wet-Pipe Sprinkler System, Per HeadIncludes branch pipe and fittings, supports and sprinkler heads.								$1,978.32
				Installation		Quantity 4.00	x	Unit Price 326.93	x	Factor 1.5128	=	Total 1,978.32	
86	21 13 13	00 0003	0004	MOD	For Up To 5, Add								$917.91
				Installation		Quantity 4.00	x	Unit Price 151.69	x	Factor 1.5128	=	Total 917.91	

Subtotal for 21A Fire Suppression **$2,896.23**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

22A Plumbing

87	22 07 19	00 0003		LF	1/2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$383.98
				Installation		Quantity 49.00	x	Unit Price 5.18	x	Factor 1.5128	=	Total 383.98	
88	22 07 19	00 0004		LF	3/4" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$183.02
				Installation		Quantity 23.00	x	Unit Price 5.26	x	Factor 1.5128	=	Total 183.02	
89	22 07 19	00 0005		LF	1" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$801.94
				Installation		Quantity 95.00	x	Unit Price 5.58	x	Factor 1.5128	=	Total 801.94	
90	22 07 19	00 0007		LF	1-1/2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$125.38
				Installation		Quantity 14.00	x	Unit Price 5.92	x	Factor 1.5128	=	Total 125.38	
91	22 07 19	00 0008		LF	2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$520.03
				Installation		Quantity 55.00	x	Unit Price 6.25	x	Factor 1.5128	=	Total 520.03	
92	22 07 19	00 0011		LF	4" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$104.43
				Installation		Quantity 9.00	x	Unit Price 7.67	x	Factor 1.5128	=	Total 104.43	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

22A Plumbing

93	22	11	16	00 0350		LF	1/2" Hard Drawn Type L Copper Tube/Pipe								$383.24
								Quantity		Unit Price		Factor	=	Total	
							Installation	49.00	x	3.39	x	1.5128	=	251.29	
							Demolition	49.00	x	1.78	x	1.5128	=	131.95	
94	22	11	16	00 0351		LF	3/4" Hard Drawn Type L Copper Tube/Pipe								$115.84
								Quantity		Unit Price		Factor	=	Total	
							Installation	13.00	x	4.01	x	1.5128	=	78.86	
							Demolition	13.00	x	1.88	x	1.5128	=	36.97	
95	22	11	16	00 0352		LF	1" Hard Drawn Type L Copper Tube/Pipe								$392.37
								Quantity		Unit Price		Factor	=	Total	
							Installation	37.00	x	4.88	x	1.5128	=	273.15	
							Demolition	37.00	x	2.13	x	1.5128	=	119.22	
96	22	11	16	00 0354		LF	1-1/2" Hard Drawn Type L Copper Tube/Pipe								$250.55
								Quantity		Unit Price		Factor	=	Total	
							Installation	14.00	x	8.30	x	1.5128	=	175.79	
							Demolition	14.00	x	3.53	x	1.5128	=	74.76	
97	22	11	16	00 0417		EA	1/2" 90 Degree Copper Elbow								$300.26
								Quantity		Unit Price		Factor	=	Total	
							Installation	8.00	x	24.81	x	1.5128	=	300.26	
98	22	11	16	00 0418		EA	3/4" 90 Degree Copper Elbow								$47.77
								Quantity		Unit Price		Factor	=	Total	
							Installation	1.00	x	31.58	x	1.5128	=	47.77	
99	22	11	16	00 0419		EA	1" 90 Degree Copper Elbow								$241.20
								Quantity		Unit Price		Factor	=	Total	
							Installation	4.00	x	39.86	x	1.5128	=	241.20	
100	22	11	16	00 0421		EA	1-1/2" 90 Degree Copper Elbow								$157.15
								Quantity		Unit Price		Factor	=	Total	
							Installation	2.00	x	51.94	x	1.5128	=	157.15	
101	22	11	16	00 0463		EA	3/4" Straight Copper Tee								$73.05
								Quantity		Unit Price		Factor	=	Total	
							Installation	1.00	x	48.29	x	1.5128	=	73.05	
102	22	11	16	00 0464		EA	1" Straight Copper Tee								$191.31
								Quantity		Unit Price		Factor	=	Total	
							Installation	2.00	x	63.23	x	1.5128	=	191.31	
103	22	11	16	00 0466		EA	1-1/2" Straight Copper Tee								$125.55
								Quantity		Unit Price		Factor	=	Total	
							Installation	1.00	x	82.99	x	1.5128	=	125.55	
104	22	11	16	00 0489		EA	1/2" Copper Coupling								$111.37
								Quantity		Unit Price		Factor	=	Total	
							Installation	3.00	x	24.54	x	1.5128	=	111.37	
105	22	11	16	00 0490		EA	3/4" Copper Coupling								$93.40
								Quantity		Unit Price		Factor	=	Total	
							Installation	2.00	x	30.87	x	1.5128	=	93.40	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X		

22A Plumbing

106	22	11	16	00 0491		EA	1" Copper Coupling							$113.97
						Installation	Quantity 2.00	x	Unit Price 37.67	x	Factor 1.5128	=	Total 113.97	
107	22	11	16	00 0493		EA	1-1/2" Copper Coupling							$70.81
						Installation	Quantity 1.00	x	Unit Price 46.81	x	Factor 1.5128	=	Total 70.81	
108	22	11	16	00 0541		EA	1/2" Wrot Copper, Solder Union							$100.48
						Installation	Quantity 2.00	x	Unit Price 33.21	x	Factor 1.5128	=	Total 100.48	
109	22	11	16	00 0542		EA	3/4" Wrot Copper, Solder Union							$465.34
						Installation	Quantity 8.00	x	Unit Price 38.45	x	Factor 1.5128	=	Total 465.34	
110	22	11	16	00 0654		EA	1-1/2" Crimped Copper Reducing Tee							$372.33
						Installation	Quantity 4.00	x	Unit Price 61.53	x	Factor 1.5128	=	Total 372.33	
111	22	11	16	00 0708		EA	1" C x F NPT Crimped Bronze Union							$248.48
						Installation	Quantity 3.00	x	Unit Price 54.75	x	Factor 1.5128	=	Total 248.48	
112	22	11	16	00 0760		EA	1/2" Brass Compression Union							$102.87
						Installation	Quantity 5.00	x	Unit Price 13.60	x	Factor 1.5128	=	Total 102.87	
113	22	11	16	00 0762		EA	3/4" Brass Compression Union							$103.05
						Installation	Quantity 4.00	x	Unit Price 17.03	x	Factor 1.5128	=	Total 103.05	
114	22	11	16	00 0831		LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.							$275.93
						Installation	Quantity 10.00	x	Unit Price 15.61	x	Factor 1.5128	=	Total 236.15	
						Demolition	10.00	x	2.63	x	1.5128	=	39.79	
115	22	13	16	00 0060		EA	2" Bell And Spigot Cast Iron 1/8 Bend							$352.33
						Installation	Quantity 5.00	x	Unit Price 46.58	x	Factor 1.5128	=	Total 352.33	
116	22	13	16	00 0270		LF	1-1/2" No Hub Cast Iron Pipe							$1,192.42
						Installation	Quantity 58.00	x	Unit Price 9.56	x	Factor 1.5128	=	Total 838.82	
						Demolition	58.00	x	4.03	x	1.5128	=	353.60	
117	22	13	16	00 0271		LF	2" No Hub Cast Iron Pipe							$1,202.30
						Installation	Quantity 55.00	x	Unit Price 10.16	x	Factor 1.5128	=	Total 845.35	
						Demolition	55.00	x	4.29	x	1.5128	=	356.95	
118	22	13	16	00 0273		LF	4" No Hub Cast Iron Pipe							$366.79
						Installation	Quantity 9.00	x	Unit Price 18.81	x	Factor 1.5128	=	Total 256.10	
						Demolition	9.00	x	8.13	x	1.5128	=	110.69	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
22A Plumbing						
119	22 13 16	00 0299		EA	1-1/2" No Hub Cast Iron 1/4 Bend	$199.08
				Installation	Quantity 4.00 x Unit Price 32.90 x Factor 1.5128 = Total 199.08	
120	22 13 16	00 0300		EA	2" No Hub Cast Iron 1/4 Bend	$467.95
				Installation	Quantity 9.00 x Unit Price 34.37 x Factor 1.5128 = Total 467.95	
121	22 13 16	00 0307		EA	1-1/2" No Hub Cast Iron 1/8 Bend	$47.99
				Installation	Quantity 1.00 x Unit Price 31.72 x Factor 1.5128 = Total 47.99	
122	22 13 16	00 0315		EA	1-1/2" No Hub Cast Iron Wye	$76.70
				Installation	Quantity 1.00 x Unit Price 50.70 x Factor 1.5128 = Total 76.70	
123	22 13 16	00 0316		EA	2" No Hub Cast Iron Wye	$100.04
				Installation	Quantity 1.00 x Unit Price 66.13 x Factor 1.5128 = Total 100.04	
124	22 13 16	00 0326		EA	4" x 2" No Hub Cast Iron Reducing Wye	$246.19
				Installation	Quantity 2.00 x Unit Price 81.37 x Factor 1.5128 = Total 246.19	
125	22 13 16	00 0330		EA	6" x 4" No Hub Cast Iron Reducing Wye	$218.33
				Installation	Quantity 1.00 x Unit Price 144.32 x Factor 1.5128 = Total 218.33	
126	22 13 16	00 0376		EA	2" No Hub Cast Iron Sanitary Tee	$201.26
				Installation	Quantity 2.00 x Unit Price 66.52 x Factor 1.5128 = Total 201.26	
127	22 13 16	00 0382		EA	2" x 1-1/2" No Hub Cast Iron Sanitary Tee	$168.68
				Installation	Quantity 2.00 x Unit Price 55.75 x Factor 1.5128 = Total 168.68	
128	22 13 16	00 0395		EA	2" x 1-1/2 Or 1-1/4" No Hub Cast Iron Sanitary Tapped Tee	$111.13
				Installation	Quantity 2.00 x Unit Price 36.73 x Factor 1.5128 = Total 111.13	
129	22 13 16	00 0449		EA	2" No Hub Cast Iron P-Trap	$55.87
				Installation	Quantity 1.00 x Unit Price 36.93 x Factor 1.5128 = Total 55.87	
130	22 13 16	00 0467		EA	1-1/2" No Hub Coupling	$126.62
				Installation	Quantity 15.00 x Unit Price 5.58 x Factor 1.5128 = Total 126.62	
131	22 13 16	00 0468		EA	2" No Hub Coupling	$16.88
				Installation	Quantity 2.00 x Unit Price 5.58 x Factor 1.5128 = Total 16.88	
132	22 41 39	00 0023		EA	Wall Mount, Hand Shower With Hose (Delta 55011)	$207.12
				Installation	Quantity 1.00 x Unit Price 136.91 x Factor 1.5128 = Total 207.12	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
22A Plumbing						
133	22 42 13	13 0019		EA	Flush Valve Type, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (Sloan ST-2459)	$930.07
				Installation	Quantity 1.00 x Unit Price 528.88 x Factor 1.5128 = Total 800.09	
				Demolition	1.00 x 85.92 x 1.5128 = 129.98	
134	22 42 16	13 0009		EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard Wheel Chair Users)	$843.57
				Installation	Quantity 1.00 x Unit Price 512.65 x Factor 1.5128 = Total 775.54	
				Demolition	1.00 x 44.97 x 1.5128 = 68.03	
135	22 42 16	13 0072		EA	Removal And Reinstallation Of Wall Hung Lavatory With Faucet	$597.31
				Installation	Quantity 2.00 x Unit Price 197.42 x Factor 1.5128 = Total 597.31	
136	22 42 23	00 0011		EA	40" x 48" x 82" Handicapped, Solid Plastic Shower Enclosure (General Partitions)	$3,844.72
				Installation	Quantity 1.00 x Unit Price 2,541.46 x Factor 1.5128 = Total 3,844.72	
137	22 42 39	00 0052		EA	Universal Institutional Shower Head (Symmons® 4-151)	$367.16
				Installation	Quantity 1.00 x Unit Price 242.70 x Factor 1.5128 = Total 367.16	
138	22 47 13	00 0006		EA	Stainless Steel, Extended Length, Semi-Circular With Back Panel Indoor Drinking Fountain With Bubbler, 180 Degree Push Bar (Halsey-Taylor OVL-II-EBP)	$3,257.19
				Installation	Quantity 1.00 x Unit Price 2,153.09 x Factor 1.5128 = Total 3,257.19	
Subtotal for 22A Plumbing						**$21,652.80**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
23A HVAC						
139	23 05 93	00 0002		EA	Balancing Centrifugal Fans	$425.44
				Installation	Quantity 1.00 x Unit Price 281.23 x Factor 1.5128 = Total 425.44	
140	23 09 23	00 0092		EA	Install And Wire Exhaust Fan Thermostat Control	$180.87
				Installation	Quantity 1.00 x Unit Price 119.56 x Factor 1.5128 = Total 180.87	
141	23 31 13	13 0004		LB	Sheet Metal Ductwork, Medium Pressure, Field Fabricated, Galvanized, Field Assemble And Install	$146.74
				Installation	Quantity 10.00 x Unit Price 7.55 x Factor 1.5128 = Total 114.22	
				Demolition	10.00 x 2.15 x 1.5128 = 32.53	
142	23 31 16	16 0199		EA	14" Fiber Reinforced Plastic Damper	$2,370.56
				Installation	Quantity 2.00 x Unit Price 719.87 x Factor 1.5128 = Total 2,178.04	
				Demolition	1.00 x 127.26 x 1.5128 = 192.52	
Subtotal for 23A HVAC						**$3,123.61**

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
26A Electrical						
143	26 05 19	16 0014		MLF	#12 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit	$3,623.00
					Quantity x Unit Price x Factor = Total	
				Installation	4.00 x 504.34 x 1.5128 = 3,051.86	
				Demolition	2.00 x 188.77 x 1.5128 = 571.14	
144	26 05 19	16 0483		MLF	2 Conductor #12 AWG, Stranded, Type TC Control Cable	$479.61
					Quantity x Unit Price x Factor = Total	
				Installation	0.25 x 1,041.53 x 1.5128 = 393.91	
				Demolition	0.15 x 377.67 x 1.5128 = 85.70	
145	26 05 33	13 0594		LF	3/4" Electrical Metallic Tubing (EMT) Conduit	$6,974.01
					Quantity x Unit Price x Factor = Total	
				Installation	1,000.00 x 3.95 x 1.5128 = 5,975.56	
				Demolition	500.00 x 1.32 x 1.5128 = 998.45	
146	26 05 33	16 0277		EA	Replacement Two 20 Amp Duplex Receptacles For RC4 Series Power And Communications Poke Thru UnitWiremold RC4REC2.	$617.13
					Quantity x Unit Price x Factor = Total	
				Installation	6.00 x 57.14 x 1.5128 = 518.65	
				Demolition	6.00 x 10.85 x 1.5128 = 98.48	
147	26 27 26	00 0070		EA	20 Amp, 120 Volt, Ground Fault Circuit Interrupter (GFCI), Weatherproof Duplex Receptacle	$97.55
					Quantity x Unit Price x Factor = Total	
				Installation	1.00 x 64.48 x 1.5128 = 97.55	
148	26 51 13	00 0282		EA	3,300 Lumens, 2' x 2', Prismatic Lensed, Lay-In/Troffer LED Fixture (Lithonia 2TL2)	$1,021.99
					Quantity x Unit Price x Factor = Total	
				Installation	2.00 x 337.78 x 1.5128 = 1,021.99	
Subtotal for 26A Electrical						**$12,813.29**

Proposal Total **$164,837.72**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

ICS ISD 709 Duluth Public Schools	**ISD #709** **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report April 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - Painting and flooring in nearly completed. The location remaining to be painted is near the new overhead garage doors.
  - All above ceiling HVAC and Electrical inspections have been completed.
  - Fire suppression installation has been completed. There will be more work required once the ceiling is padded out.
  - Fin tube radiation installation has been completed.
  - Precast saw cutting has been completed for all new openings.
  - Overhead garage doors have started to be installed.
- Site preparation and clearing & grubbing for DSC and Transportation have commenced. Utility work and site excavations will be starting in May.

- The City issued Building Permits for the Transportation and District Services Center on 4/25/22. They are finalizing a Memorandum of Understanding the first week of May to release the public utility work scope.

- The District has received a few offers on the remaining parcels of Central on the Hill. The School Board is weighing their options and is striving to decide in the coming weeks.

- Central on the Hill has had a hazardous material assessment completed in April. Samples were taken and results are pending. Once results are in, the demolition documents can be created.

Upcoming Activities and Next Steps:

- Final furniture and technology selections will be taking place in the coming months for the District Services Center.

- Central on the Hill will have demolition documents prepared in the coming months. The District intends to have the demolition publicly bid and have the Central High School demolished before the end of the year.

- Upcoming scope at Facilities:
  a. Re-roofing
  b. Loading dock installation
  c. Hollow metal door prep and acoustical ceiling tile installation
  d. Canopy coordination and ordering

230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

May 2, 2022

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 1st Ave E
Duluth, MN 55802

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

800 E. Central Entrance "Central High School Property"

- Back on the Market
- All marketing in place and active

230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • 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

Expenditure Contracts Signed
April 2022

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

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

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	**Amount***	**Contract Source****	**Description**
TeamWorks	$90,000.00*	Office of Superintendent (DU)	Strategic Planning 2022-25
Inspec	$20,000.00	Facilities Management (DR)	Denfeld Clock Tower Restoration & Spire Replacement
Michelson Consulting	$21,000.00*	Mental Health Coord. (DR)	Professional development training
Blair Powless	$3,500.00*	Office of Education Equity (DR)	Indigenous Social Studies lessons to secondary students
Residential Services Inc.	$1,806.00*	Special Services (DR)	DSP services for student
Residential Services Inc.	$1,290.00*	Special Services (DR)	DSP services for student
Northern Vocational Opportunities	$5,330.36*	Special Services (DR)	Employment exploration service, Day support services
University of Minnesota	$1,217.07	Special Services (DU)	Use of Robert F. Pierce Speech-Language-Hearing Clinic for conducting audiological testing and assessments
Leanna Hudson	$22,000.00*	Federal Programs (DR)	Connecting with ISD 709 Families in Transition Program Coordinator to better families/students
The Modern Classrooms Project	$40,000.00*	Curriculum (DR)	80 subscriptions to online Mentorship Program

IXL Learning	$90,895.00*	Curriculum/Special Services (DR)	IXL site license for 5,800 students
Cindy Upton	$6,800.00*	Assessment Eval. (DR)	Providing support to reading & math interventionists district-wide
Burns Van Fleet	$15,000.00*	Office of Superintendent (DU)	Conducting analysis of leadership climate and culture

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of March , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and TeamWorks International , 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 attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 1, 2022 and shall remain in effect until June 30, 2023 , 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.** *See attached.*

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 $90,000 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: Superintendent's Office , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to TeamWorks International, Inc, 7037 20th Avenue South, Suite A, Centerville, MN 55038.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Cathrina Gibson

CFO / Superintendent of Schools / Board Chair

4-22-22

Date

TeamWorks International

April 1, 2022

John Magas
Duluth Public Schools
4316 Rice Lake Rd, Suite 108
Duluth, MN 55811

Re: Consultant Agreement

Superintendent Magas,

Thank you for extending the invitation to partnership with TeamWorks International, Inc. through the Comprehensive Strategic Planning for 2022-25, dated April 1, 2022. TeamWorks International, Inc. is a Minnesota company which provides consulting, coaching, research, analysis and related planning / organizational development services. A clear understanding of our respective roles and responsibilities helps both of us to benefit from our cooperative relationship; for that reason, it is our policy to provide a written confirmation of our agreement with respect to our services, fees and billing in this matter. For purposes of this Agreement, TeamWorks International, Inc. may be referred to as "Consultant" and the Duluth Public Schools may be referred to as "Client."

To enable you to benefit as fully as possible from our work with you, per this Agreement, you will provide to us: (a) the general objectives and scope of work, (b) the availability of you and your staff to confer with us, and (c) the format of any report required by you with your request for the particular actions to be taken and procedures to be followed. Except as specifically agreed, the scheduling of our work and the amount of time devoted to it will be at our discretion.

When our services are for an entity, such as Duluth Public Schools, this firm's services are for the entity, not the individuals associated with said entity, such as officers, directors, employees and the like.

1. SCOPE OF CONSULTING, COACHING AND PLANNING SERVICES. We mutually anticipate that our services will consist of research, analysis, reports, meetings, retreats, workshops, review of your practices and needs, review of your specific requests for assistance and providing of services appropriate to your needs and the circumstances of each assignment. If the scope of the agreed-upon services is to be altered, we will sign an amendment. Attached as "A Proposal for Services" and incorporated herein by reference is a further description of particular consulting, coaching, planning, research, and development services requested.

This accepted Proposal for Services includes the Client's right to copy any provided copyrighted and/or trademarked property in printed and electronic forms. In order to protect intellectual property and copyrights, Client agrees not to attempt in any way to obliterate or destroy the copyright notice and associated name and address as they are incorporated into and part of the documents and reports. Client agrees to reproduce

fully the copyright notice and name in all materials produced. Violation of any provision in this Subsection shall be the basis for the immediate termination of this accepted Agreement.

2. IDENTIFICATION OF CONSULTANT-USE OF NAME. Consultant agrees to identify itself to your stakeholders and employees, and other persons whenever performing services under this Agreement by Consultant's name. Neither this Agreement nor the services provided hereunder gives the Consultant the right to use the Client's name or any derivations thereof or any trademark or service marks owned by the Client, except for the limited rights expressly granted hereunder, and the Consultant hereby disclaims any right, title or interest in such names and marks.

3. FEES. As defined in the separate "A Proposal for Services" document or in subsequent Work Orders or written Amendments. The enclosed "Standard Client Billing Policy" (Schedule B) is incorporated as a part of the terms of our engagement. That policy and this letter comprise our services agreement with you. We will send you monthly statements itemizing the services performed and the costs and disbursements incurred. Prior to billing, statements will be reviewed to assure their accuracy.

4. EXPENSE REIMBURSEMENT. Client will reimburse Consultant for all production, duplication and out-of-pocket expenses such as travel incurred by it in carrying out each assignment hereunder, which shall be in addition to Consultant's fees for services rendered. All costs and expenses (including production, copies at the Consultant's standard rates, duplication, and out of pocket expenses such as travel) incurred by Consultant will be billed at actual cost without any premium or mark up. Reasonably necessary travel expenses will be paid. Reasonable travel is travel by non-first class rate, hotel accommodations that are moderately priced or provided at no cost by the Client, meal charges that are reasonable, and rental cars to be of reasonable cost only, or as may be provided by the Client. Copies of invoices/receipts for out-of-pocket expenses will be appended to the invoices the Consultant provides to the Client.

5. FEE AND EXPENSE STATEMENTS. Consultant agrees to submit statements to Client for fees and expenses payable or reimbursable hereunder within ten (10) days after the end of each month. Services will be billed either in full day increments or in hourly increments. Services will be adequately described to inform the Client of the nature, purpose, or subject of the work performed, and the specific activity that is being undertaken. When the billings are hourly, the statements for fees and expenses will disclose, for each separate matter, (a) a brief description of the nature of the services rendered, indicating the dates on which the services were rendered, (b) the amount of time and expenses in rendering such services, and (c) the fees for such services. Undisputed Statements submitted will be paid promptly upon receipt of each statement by Client.

6. OUR COMMITMENT TO EXCELLENCE. It is our goal to provide services of the highest quality in the most efficient, timely and responsible manner possible, consistent with our standards of excellence. Success in the consulting, coaching, planning, and research matters pursuant hereto is dependent upon the existence of a cooperative joint effort to which we both agree. You can expect the following from us in providing our services:

(1) To maintain the information you provide to us in confidence.

(2) To provide our best known advice about certain potential actions and positions and to assist you in the pursuit of the position elected by you, to the extent proper under the circumstances.
(3) To provide prompt responses to questions and requests.

7. YOUR RESPONSIBILITES. To serve you efficiently and effectively, we need your commitment to the following important responsibilities:

(1) Provide accurate and complete information to us with respect to your needs and the proposed services and action in a timely manner.
(2) Follow recommendations for our providing services to you and for pursuing such actions, unless you accept the consequences of refusing our recommendations.
(3) Ask us if you do not understand any aspect of our advice/recommendations.
(4) Pay our statements promptly within 30 days of receipt.
(5) Your retention in confidence, without publication or furnishing to any other person or firm for their use without our prior written approval, of all our confidential and proprietary information.

8. RELATIONSHIP OF THE PARTIES. It is understood and agreed that Consultant's relationship with Client is that of an independent contractor. As such, Consultant is not an employee, agent or partner of Client and has no authority to commit or obligate Client in any manner without first obtaining the approval of Client's contract representative designated hereunder. As an independent contractor, Consultant is responsible for paying all of its own expenses, providing all of its own liability, workers compensation, medical and other insurance coverages (at its expense), securing, paying for and maintaining all licenses and permits to do business, and paying all taxes applicable to any payments received by it hereunder.

9. TERM OF AGREEMENT. This Agreement becomes effective as of 2/1/22 (the "Effective Date") and will remain in effect until 6/30/23 unless extended by written Amendment signed by both Parties.

10. LIABILITY/INDEMNIFI CATION. To the extent permitted by law, each party will defend, indemnify and hold the other party harmless and shall be liable to the other party in connection with any claim or liability to the extent the same results from the negligence or willful misconduct or breach of this Agreement by the indemnifying party; provided, however, that in no event shall either party be liable for consequential damages. Consultant shall not be held responsible for any damages in excess of the service fees payable to Consultant by Client.

11. CONFIDENTIALITY OF INFORMATION. Each party hereto agrees to hold in strict confidence and not to disclose to any third party any information relating to the Consultant or Client and their respective businesses gained in the performance of, or by reason of the relationship established by, this Agreement, except as it may be required by law or if expressly permitted or required to perform obligations undertaken in this Agreement; provided, however, that the obligation to keep such information confidential will not apply to any information which is received from an independent source which, to the best of the respective parties' knowledge, is not bound by any obligation of secrecy regarding such information. If a subpoena, notice to provide or other legal process is received requiring disclosure of

information which would otherwise be subject to the confidentiality provisions of this Agreement, each party hereto will immediately notify the other party, and cooperate with the other party in any efforts it may make to intervene on its own behalf and at its own expense to prevent or limit disclosure of its confidential information.

12. DISCLAIMER OF WARRANTIES. The performance of Consultant services is dependent upon the sufficiency of information and expression of needs provided by Client. Consultant hereby disclaims any and all express or implied warranties of its services, including, without limitation, warranties of fitness for purpose, and Consultant shall not be liable upon any claims of breach of warranty.

13. NOTICES. Any notice or communication required to be given hereunder must be in writing and will be deemed given when (a) mailed by certified or registered mail, postage paid, return receipt requested, (b) delivered by hand, (c) sent by receipted courier service, or (d) sent by facsimile transmission with a confirmation copy to:

Service Provider: TeamWorks International, Inc.
A Minnesota corporation
7037 20th Avenue South, Suite A
Centerville, MN 55038
Tel No. 651.429.7340
Fax No. 651.429.7782

Client: Duluth Public Schools
4316 Rice Lake Rd, Suite 108
Duluth, MN 55811
Tel. No. 218.336.8700
Fax. No. 218.336.8773

Consultant and Client each designates the following respective persons as its contract representative hereunder with full authority to act for and bind the respective party hereunder in the administration of this Agreement:

Consultant:	TeamWorks International, Inc. A Minnesota corporation	Approved authorized contract Representative: Mr. Dennis Cheesebrow
Client:	Duluth Public Schools	Approved authorized contract Representative: John Magas

Each party may change its address and telephone and fax numbers and its contract representative by giving the other party written notice pursuant to this section.

14. TAXES AND INSURANCE. Consultant shall receive Form 1099-MISC or similar federal and state tax forms from Client and Consultant shall be obligated to pay all of its own federal and state taxes on fees

paid by Client. Consultant and Client each shall be responsible for, keep in force and pay for commercially reasonable levels of liability, workers compensation, and other appropriate insurance and upon request shall provide copies of all policies and evidence that it is in force to the other party hereto.

15. GOVERNING LAW. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Minnesota with regard to its choice of law principles.

16. ENTIRE AGREEMENT-AMENDMENT. This Agreement, the Request for Proposal and the response to the Request for Proposal are incorporated and become part of this agreement and constitutes the entire agreement between the parties and may be amended, in whole or in part, and the obligations of the parties may not be waived, except by written amendment executed by the parties.

17. HEADINGS. The headings of the various paragraphs in this Agreement are for convenience of reference only and shall not be considered a part of this Agreement.

We appreciate the opportunity to assist you as our Client and want you to be pleased with both our services and our charges. Whenever you have any questions regarding our services, our monthly statements or the status of your matter, please contact me or any of my colleagues with whom you are working.

We also welcome inquiries that aid us in maintaining your confidence in our firm. If you are at any time concerned, unhappy or dissatisfied with the services that we are rendering, please promptly discuss your concerns with us.

(continued on following page)

APPROVAL

This Agreement has been agreed to by the parties listed below. All terms and conditions of the work, deliverables and associated costs have been included, reviewed and accepted. Additional services may be requested at any time and an addendum to the proposal will be provided before the delivery of future services.

Dennis M. Cheesebrow
President, TeamWorks International, Inc.

John Magas
Duluth Public Schools

SCHEDULE B

TeamWorks International, Inc.

STANDARD CLIENT BILLING POLICY AGREEMENT

This Standard Client Billing Policy, together with the engagement letter from TeamWorks International, Inc. ("Consultant"), contains the agreement ("Agreement") under which TeamWorks International, Inc. will provide services to Duluth Public Schools as the client ("Client") named in that engagement letter. This Agreement describes TeamWorks International, Inc. standard billing policies and practices and will be applicable to all of your Client matters unless otherwise agreed in a subsequent separate writing.

Services. TeamWorks International, Inc. will provide you the services described in the "A Proposal for Services" document - Accepted and other services agreed to between Consultant and Client.

Fees. Unless otherwise agreed in writing, the cost of consulting services rendered will be determined at the respective standard hourly rate of the person(s) rendering the services. Consultant will designate the appropriate person to render the services based on: Client request, the complexity of the matters involved, skill and availability of the person to be assigned and other relevant factors.

Billing. Unless otherwise agreed in writing, the fees, service charges and disbursements are billed monthly and payment is due within thirty (30) days after receipt. Consultant may also send Client monthly Statements of Account that summarize all outstanding invoices. Client will pay interest on fees, services, charges and disbursements which are not paid within thirty (30) days after receipt of invoice as defined on the invoice, or the highest lawful annual interest rate.

Termination. Consultant may terminate or suspend or limit its services for reasons, including failure to pay promptly invoices when due, misrepresentation of or failure to disclose material facts, or any other conduct or situation that, in our judgment, impairs an effective relationship between us or presents conflicts with our work for other clients.

Upon termination of our engagement, Consultant will return all client papers and property immediately, retaining copies as appropriate for Consultant's files. The termination of Consultants' services will not affect Client responsibility to pay for services rendered and all costs incurred up to the date when Consultant receives notice of termination, and for any further work required in order to facilitate an orderly turnover of matters in process at the time of termination. Client agrees to pay all costs and fees associated with maintenance of your files and transfer of your files and documents upon termination.

Collection. In fairness to our clients who timely pay their bills, the firm has collection procedures it follows to ensure that accounts are paid promptly. In the event of a billing dispute, the prevailing party shall be entitled to its attorney's fees and costs.

Questions or Disputes. Questions or disputes concerning invoices should be brought to the attention of Consultant within fifteen (15) days after receipt of the invoice. If we do not receive comment about a statement within fifteen (15) days of the invoice receipt, our statement shall be deemed acceptable and fully payable.

Services Charges. Unless otherwise agreed in writing, Consultants' charges that appear on fee statements for other incidental services are based upon Consultants' direct cost or the following schedule, which is subject to periodic adjustment.

SCHEDULE C

WORK ORDER #: **Name:**

W.O. Date: xx/xx/2022

Original Services Agreement Name:

Agreement Date:

Requested Additional Services and Deliverables	Date / Notes	Estimated Hours / Fee
1.		Hours: Fee:
2.		Hours: Fee:
3.		Hours: Fee:
4.		Hours: Fee:
5.		Hours: Fee:
	Estimated Total Fees	**$**

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Work Order Approval

X Dennis M Cheesebrow

Title: President

TeamWorks International, Inc.

Name: Dennis M. Cheesebrow

X

Title:

Client Name

Name:

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ISD 709

Duluth Public Schools

Comprehensive Strategic Planning For 2022-25

April 1, 2022

In partnership with

TeamWorks International
Trusted. Proven. Unique.

Prepared for:

Name	**Mr. John Magas**
Title	Superintendent
Phone	218.336.8752
Email	John.magas@isd709.org
Client	Duluth Public Schools
Address	215 N. 1st Avenue East Duluth, MN. 55802

Prepared by:

Name	**Dr. Ray Queener**	**Dennis Cheesebrow**
Title	COO and Principal Consultant	CEO and Principal Consultant
Phone	651.336.4015	651.387.0827
Email	rayq@teamworksintl.net	dennisc@teamworksintl.net

TeamWorks International, Inc.
7037 20th Avenue South, Suite A
Centerville, MN 55038

Office: 651.429.7340
Fax: 651.429.7782

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INTRODUCTION TO TEAMWORKS INTERNATIONAL, INC.

For 26 years, TeamWorks International, Inc. has been working with organizations to enhance their capacity for strategic, constructive change resulting in realization of vision in practical and measurable ways. Our clients come from education, community, religious, business, and government settings but they share a common aspiration; to achieve their goals while remaining healthy, dynamic and accountable.

OUR MISSION

In partnership with school districts, we support design and delivery of the desired daily experience and outcomes for students, families, and staff in bridging the difference between What Is and What Ought to Be

OUR CORE APPROACH

- We honor our clients as competent and offer realism, hope and compassion in challenging situations.
- We take the time to really know our clients and their organizations.
- We customize our services specifically for each client and each situation.
- We are co-learners with our clients and recognize the value of their perceptions and insights.
- We have made a conscious choice to engage in this work in these environments and are deeply invested in our clients' success.

OUR TOOLS

Proprietary FrameWorks™ Series ~ FrameWorks are graphical images that help guide and support leadership and organizational development. Developed and delivered exclusively by TeamWorks professionals, these simple, memorable images provide both a process and a frame of reference through which leaders can interpret and manage complex webs of situations, environments, people, and influences.

OUR CORE SERVICES

Education Leadership System Services

The Education Leadership System (ELS) is an established approach for aligning school boards, administration, staff, and the public to increase learning for all students. ELS clarifies the roles, responsibilities, and relationships that are most often at the source of tension and conflict among these groups of adults.



Classroom to Board Room Strategic Planning and Performance Improvement Service

We help clients integrate their mission, vision, strategies, structures, success systems and leadership practice. We then develop a roadmap for the ongoing organizational journey. Our comprehensive, practical and personalized approach encourages those in governance, management and consultative roles to work in concert for the mission and success of their organization.

Partnership Leadership Services

TeamWorks International has earned a national reputation for helping organizations develop the capacity for *Partnership Leadership*, a compliment to the traditional "command/control" style of leadership. Through this approach, organizations become more adaptive, responsive and proactive as individuals and groups at different levels of authority and begin to use consistent images, language and process in their interactions with one another.

School Analytics

School Analytics involves the synthesis of client data with relevant external data derived from demographic research, surveys and cultural analyses to deepen clients' understanding of both challenges and opportunities. Our specific services include GIS mapping, online surveys, customized research and analysis, and student learning analytics.

OVERVIEW

Mr. John Magas, Superintendent of ISD 709 Duluth Public Schools has requested TeamWorks International, Inc. of Centerville, Minnesota to provide a Proposal for services for DRAFT to assist the Superintendent in comprehensive strategic planning supported with School Analytics Subscription Services and its data, analysis, and mapping tools. Additionally, the district desires to have broad engagement across all stakeholder groups. As, such the design includes additional opportunities for students, families, staff, community and affinity based groups.

Community Vision and Priorities (from district website)

We will build on our shared beliefs and values of unity, high achievement and responsible use of resources to create Duluth Public Schools and classrooms that are safe, supportive and inclusive. We will work to inspire every student to achieve their potential, and prepare students to lead productive, fulfilling lives as citizens of Duluth and the wider world.

In implementing our vision and addressing our priorities, we will work to ensure:

- Teachers and staff are highly qualified and diverse, providing opportunities for students of every culture and ability to be successful.
- Schools are safe, respectful, caring environments for children and adults.
- We are closing the achievement gap by using best practices and by partnering with community, state and national organizations to bring the best possible education to our children.
- Class sizes are suitable and appropriate to students' development and needs.
- A wide range of enriching activities and curriculum are provided for students before, during and after school.
- Our schools serve as community resources for residents of all ages.
- Strategies are sought to reduce costs and increase funding; people inside and outside schools are regularly invited to share ideas and creative options.
- People inside and outside schools feel comfortable asking questions and sharing concerns and feel satisfied that they are heard.

The following proposal outlines the services that may be provided by TeamWorks International:

Service	Page
Classroom to Boardroom Strategic Planning Process	5-10
School Analytics for online access to census data, district student demographics, and projects such as comprehensive analytics and analysis of demographic, census, housing, facility analysis, enrollment projections and introductory student learning data produced in a detailed report	11-14

Our initial Fee Estimates are described on page 15.

Following receipt of this DRAFT Proposal for Services, we invite the Superintendent, School Board and/or key administrative team members to engage in a collaborative Proposal Review and Co-Design Session to finalize needs and services that operate within district parameters of time, people, and funding.

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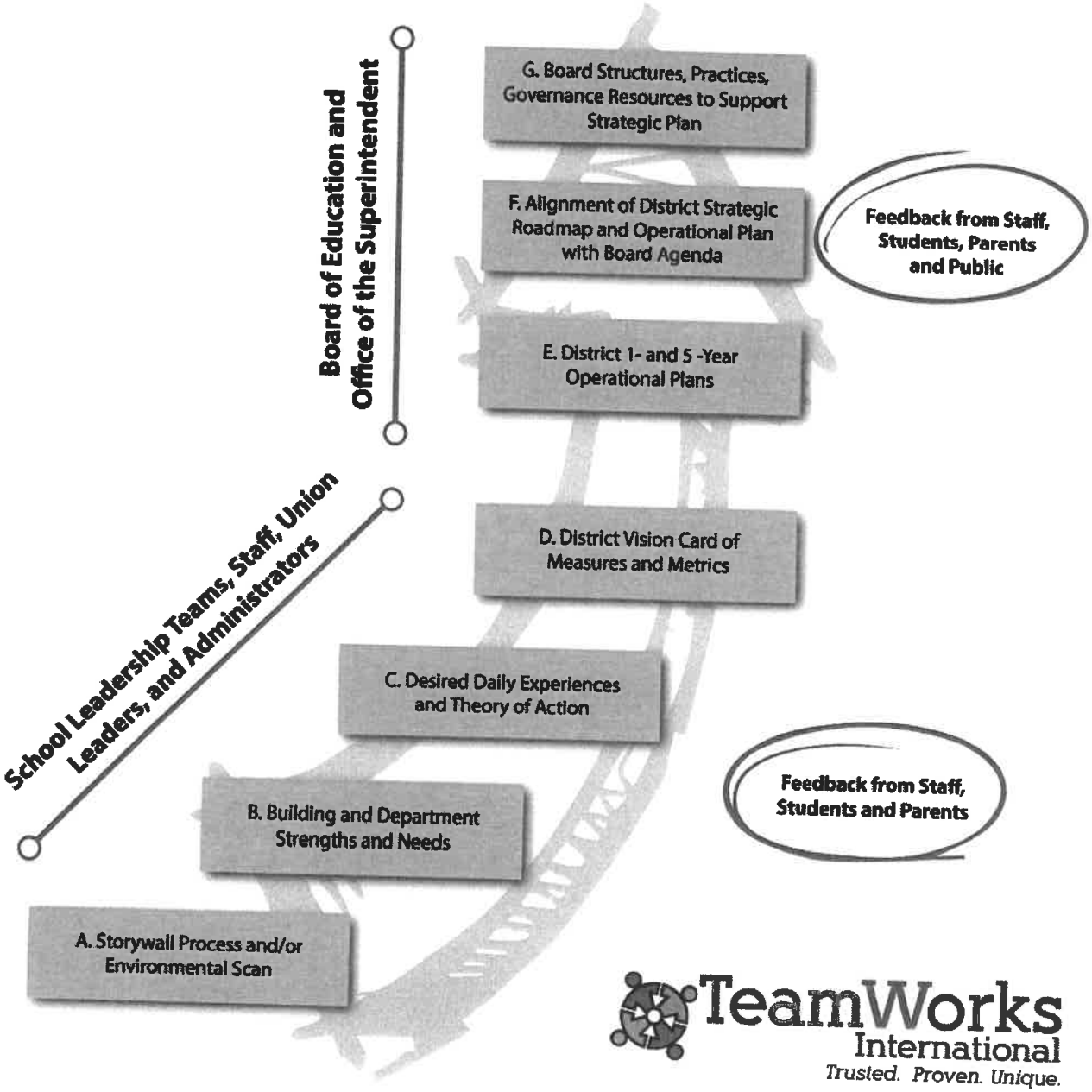
CLASSROOM TO BOARDROOM

STRATEGIC PLANNING PROCESS

This proposed process does not follow the typical public planning process in which parents and public drive the focus of the strategic and operational plans for schools and departments.

This process asks the staff and administrators to engage in, and be accountable for, a process of assessment, development, planning, and prioritization as the professional educators of the district.

Parents, students, and the public provide consultation at key points in the process, the School Board engages in the development of a Strategic Roadmap in its' governance work of oversight, policy, and community engagement rather than management work in developing the "nuts and bolts" of the District Strategic Plan for the next 3 - 5 years.



CLASSROOM TO BOARDROOM

COMPREHENSIVE STRATEGIC PLANNING PROCESS KEY DELIVERABLES

1. Full Environmental Scan and StoryWall Report to provide a baseline from stakeholders internal and external to the district.
2. Descriptive Vision for the Desired Daily Experiences (DDE) of students, families, and staff.
3. District Theory of Action for each and every classroom that provides for that descriptive vision.
4. District VisionCard that defines the measures of success and the metrics that display the trends of improvement on the way to delivery on the vision.
5. District 3 Year Operational Plan of the key Strategic Directions for continuous improvement and the associated district initiatives across all schools as well as the unique school projects.
6. School and Department Annual Improvement Plans in alignment with the District 3 Year Operational Plan, District VisionCard, and Key Strategic Directions.



7. District Strategic Roadmap, which is an act of governance and describes on 1 sheet the Mission, Core Values, Vision, and Strategic Directions of the district.
8. Board of Education 3-5 Year Board Governance Work Plan which details the key work of the Board in parallel to the District 3-5 Year Operational Plan through the key roles of the Board of Education which are 1) District Policy, 2) Operational Oversight, 3) Board Self---Governance, 4) Superintendent Relations, and 5) Public Engagement.

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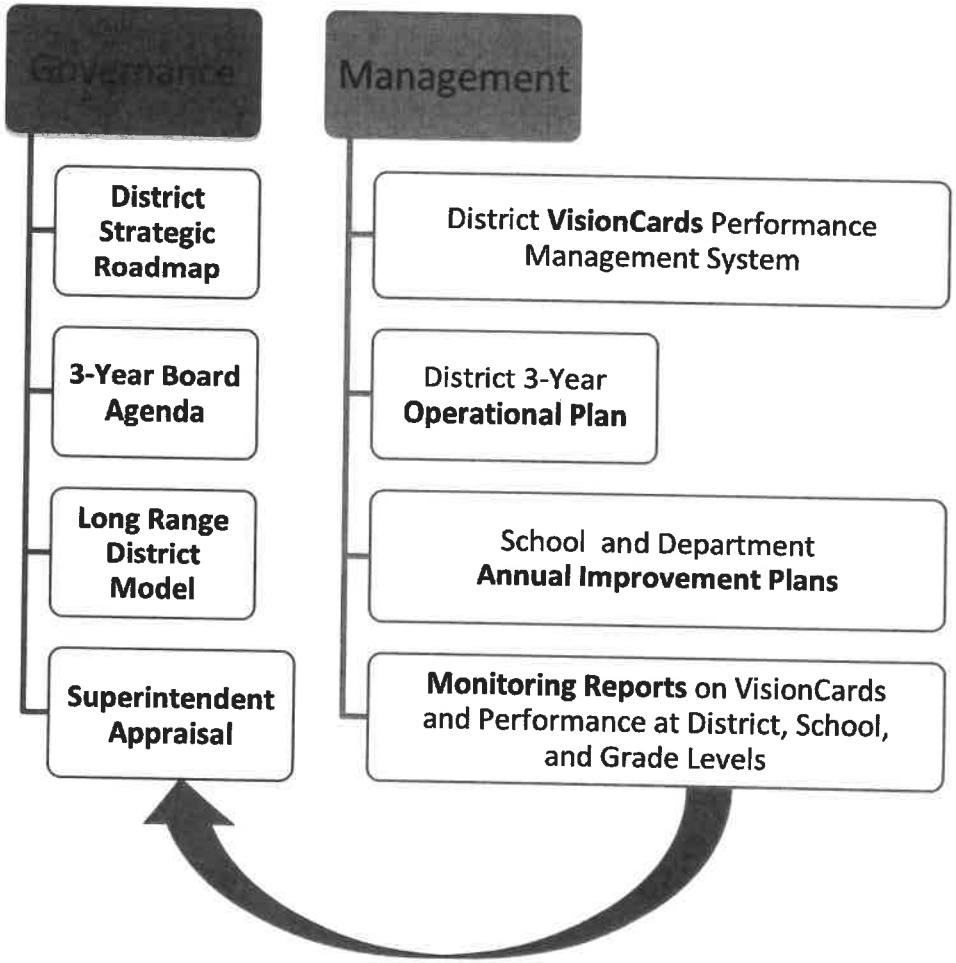
CLASSROOM TO BOARDROOM

COMPREHENSIVE STRATEGIC PLANNING PROCESS KEY ELEMENTS AND OWNERSHIP

The deliverables from the previous page provide the tools necessary for both the district management accomplishment of the plan and the board's governance responsibilities to provide the oversight and direction necessary for delivering on the vision of the district



CLASSROOM TO BOARDROOM

SESSION OUTLINE

Session / Topic	Purpose / Outcome	Who	When / Where	Notes
A. Design	Shared design development session	Leadership Team	October 29 2-4pm UHG 108 February 15, 2022	*Develop timelines, detailed plan, planning team and others for SW and ES* *1 TWI consultant*
B. Storywall and Lifecycle Session	Three-hour session • Introduction and Storywall Development • Identify and honor the District's history • Identify the events and trends that have shaped the District's development dating back to the longest-serving staff member in the room.	Strategic Planning Team + Other community and staff members	April 27 4-7pm	Report of meeting, illustrated/documented District Storywall 2 TWI consultants
C. Environmental Scan	Three-hour session – Environmental Scan and Insights for Desired Daily Experience: • *Provides a baseline for the current reality of the school district as to what is well established, what is ebbing, what is emerging and what is on the edge of consideration and development.* • *This process applies a Whole System View in the analysis.*	Strategic Planning Team + Other community and staff members	May 5 4-7pm	Report of meeting, Environmental Scan 2 TWI consultants
D. Engagement about Desired Daily Experience (DDE)	School and Community-based Stakeholder Engagement Affinity-based facilitated stakeholder sessions ensuring representation of demographics of district: • *Desired experiences of students (up to 8 sessions)* • *Desired experiences of parents/families (up to 7 sessions)* • *Desired experiences of staff (up to 4 sessions)* • *Community engagement (up to 4 sessions)*	Affinity-based stakeholder sessions	April/May 2022	Reports of input from sessions 2 TWI consultants

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Session / Topic	Purpose / Outcome	Who	When / Where	Notes
E. Desired Daily Experience (DDE) - Draft and Revised Strategic Directives document	Three-hour session to: • Develop DDE of the desired daily experience for students, staff and families that serves as a clear vision for the strategic plan. Revised strategic directives based upon feedback from board and superintendents	Strategic Planning Team	May 18 4-7pm	Report of meeting outcomes and development of draft Theory of Action and refined draft DDE document 2 TWI consultants
F. Engagement about Desired Daily Experience (DDE)	Feedback survey of students (grades TBD), families, and staff ensuring representation of demographics of district.	Survey	September 2022	Report with thematic analysis of survey results *TWI consultants*
G. Classroom to Boardroom Process update	One-hour session with school board • Update on StoryWall and Environmental Scan sessions • Report on DDE with engagement and feedback	School Board	September 2022	StoryWall and Environmental Scan Reports Draft Desired Daily Experiences *TWI consultants*
H. School and Department Data Needs and Analysis	Three-hour session to: • Assess current reality of classrooms and student engagement within schools • Assessment of the quality and description of the value proposition for district departments	Strategic Planning Team + Building Leadership Teams + Department Leadership **CIT Teams**	Summer 2022 or fall 2022 - either works depending on practice and schedules	Report of meeting, with data needs and analysis 2 TWI consultants
I. Classroom Theory of Action and DDE	Three-hour session on: • DDE Input/Draft/Refine • DRAFT of a District Classroom Theory of Action • Development of District's Key Strengths and Needs	Strategic Planning Team		Report of meeting outcomes and development 2 TWI consultants

Session / Topic	Purpose / Outcome	Who	When / Where	Notes
J. District VisionCard	Three-hour session on • District VisionCard - Develop a one-page document detailing the key measures and metrics for successful implementation of the DDE and what attainment of Vision looks like in numbers. • District 3 Year Operational Plan of the key district initiatives and school / department projects needed for continuous improvement organized into specific Strategic Directions through 2022 – 2025 school year. • Reflection and refinement of Theory of Action and DDE Key messages and preparation for community feedback	Strategic Planning Team	October 2022	Report of meeting outcomes and development 2 TWI consultants
K. District 3 Year Operational Plan	Three-hour session on • District 3 Year Operational Plan of the key district initiatives and school / department projects needed for continuous improvement organized into specific Strategic Directions through 2022 – 2025 school year. • Reflection and refinement of Theory of Action and DDE • Key messages and preparation for community feedback	Strategic Planning Team	October 2022	Report of meeting outcomes and development 2 TWI consultants
L. Classroom to Boardroom Process update	One-hour session with school board • Review of school and department data • Review of revised DDE • Review of TOA, VisionCard • Overview of draft Operational Plan • Report on DDE with engagement and feedback	School Board	October 2022	School and Department Data Report DDE and TOA report VisionCard report Draft Operational Plan *TWI consultant*
M. District VisionCard, District 3 Year Operational Plan,	3-hour session • Final draft of District VisionCard • Final draft of District 3 Year Operational Plan • Key messages	Strategic Planning Team	November 2022	2 TWI consultants

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Session / Topic	Purpose / Outcome	Who	When / Where	Notes
N. Strategic Roadmap Session - Draft	Three-hour session • Develop/refine the District Mission, Core Values, and Vision, with the Strategic Directions of the Operational Plan organized on one page	School Board Cabinet	November 2022	Board work session Report of meeting outcomes and development 2 TWI consultants
O. Strategic Roadmap Final	One to three-hour session • Refine Strategic Roadmap based upon community & staff feedback prior to board action	School Board Cabinet	December 2022	Board work session Report of meeting outcomes and development 2 TWI consultants
P. School Board 3 Year Work Plan	Three-hour session • Develop the details of the key work of the Board of education in parallel to the District 3 Year Operational Plan, such as 1) District policy development, 2) Operational Oversight and Long-Range Planning, 3) Board Self-Governance and Development, 4) Superintendent Relations and Development, and 5) Public Engagement.	School Board Cabinet	January 2023	Report of meeting outcomes and development 2 TWI consultants
Q. School Board Structures, Practices & Governance Session	Three-hour session • Assessment and refinement of Board structures of meetings, workflow, and committees to best implement its 3 Year Work Plan and operate as a governing board	School Board Cabinet	January 2023	Report of meeting outcomes and development 2 TWI consultants

SCHOOL ANALYTIC SERVICES (SAS)

SAS provides comprehensive data analytics around enrollment, projections, developments, and other key data points to assist in gaining a better understanding of enrollment trends and influences. More specifically, SAS allows the district to develop a deeper, more comprehensive understanding of certain enrollment-specific dynamics that may include:

1. Overall historical, current & projected demographic trends
2. Historical enrollment trends and retention rates
3. Market share analysis
4. Residential Births within the district
5. U.S. Census Data
6. District student achievement data
7. District facility utilization
8. District facility development, specialized program development, and attendance boundary modeling
9. Covid-19 resource limitations, high risk factors, and case data

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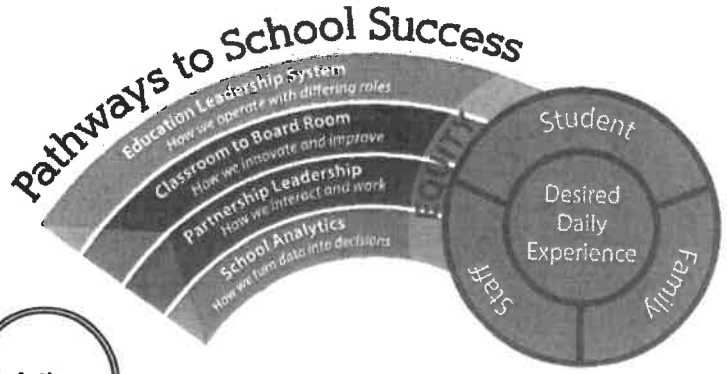
School Analytics Services

One of our unique and proven Pathways to School Success

TeamWorks International School Analytics Services is a customized, integrated approach to data, analysis, and presentation unlike any other in the education marketplace. You have secure, 24/7 access to a customized and dynamic services suite that provides for the ability to see, interpret, research, and present from an array of purchased data integrated with confidential district data.





Each tier can be enhanced with TeamWorks International highly qualified and experienced Consultant Services to support the translation of data toward strategic and informed decision making.

School Analytics Services Data Sets include, but not limited to:

- Geospatial system of your school district boundaries, buildings, attendance areas, programs, and open enrollment study area
- Demographics data sets inclusive of age, race/ethnicity, live birth, gender, housing stock and value, housing development and sales, median household income, education, transportation, employment, medical insurance, internet connectivity, and more
- Integrated, confidential student data sets chosen by the district inclusive of address, age, race/ethnicity, home language, FRL / ELL / SP ED status and level, formative and summative learning data, attendance, discipline, and more
- Local community and education market data sets inclusive of historical neighborhoods and landmarks, government schools and surrounding districts, independent schools, district facilities design/maximum capacity, voting records, land use data and long-range planning, and more.

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INSPEC

Smart engineering of

roofs, walls, windows,

pavements

and waterproofing

April 7, 2022

Mr. David Spooner, Facilities Manager
Duluth Public Schools, ISD #709
215 North First Avenue East
Duluth, Minnesota 55802

RE: Additional Services Proposal
Clock Tower Restoration and Spire Replacement
Denfeld High School
Duluth, Minnesota
Inspec Project No.: 215265

Dear Mr. Spooner:

We are grateful to have been given the opportunity to submit this proposal for additional services. This proposal becomes part of, and is in addition to, the authorized Inspec Proposals dated June 2, 2021 (Visual Evaluation of the Clock Tower Exterior) and September 1, 2021 (Visual Observation of Spire Removal and Parapet Repairs).

A. DEFINITIONS

1. Inspec: INSPEC, INC., Engineers/Architects
2. Client: Duluth Public Schools, ISD #709

B. ADDITIONAL PROJECT INFORMATION

1. Additional Context

   Inspec's previous services revealed the need to provide a comprehensive re-design of the masonry repairs, the spire replacement, the re-roofing system, and the swing stage approach needed for exterior masonry repairs.

2. Additional Construction Scope

   This Additional Service proposal is limited to the following construction scope:

   a. Fabricate new spire on ground at site, or at remote site as determined by contractor.
   b. Install new fall arrest line anchored to existing structure at top of existing interior ladder.
   c. Remove existing temporary insulation and roofing.
   d. Install temporary removeable watertight cover over existing hatch.
   e. Install secondary roof membrane and temporary protection directly on concrete roof deck.
   f. Install primary and overflow interior drains after GPR determines exact locations.
   g. Install temporary swing stage on tower roof and platform on lower roofs at base of tower.

5801 Duluth Street
Minneapolis, MN 55422
Ph 763-546-3434
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

Rochester

www.inspec.com

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h. Perform all masonry repairs at all four elevations using temporary swing stage.
i. Install new metal landing 7 feet below underside of existing roof deck.
j. Remove all temporary swing stage equipment.
k. Install new roof opening and sliding hatch at new location and new short ladder from landing to new hatch.
l. Remove existing hatch concrete curb and infill opening.
m. Install parapet bracing at all four parapets.
n. Preconstructed spire craned up to roof and anchored.
o. Permanent fall protection line attached to four spire supports.
p. Flash around spire supports, parapet bracing, and new roof hatch curb. Tie into secondary roofing.
q. Install primary roofing and tapered insulation. Flash around roof penetrations. Install walkway pads.
r. Bird / bat prevention netting installation.

C. ADDITIONAL SERVICES

The following Additional Services will facilitate only the Additional Construction Scope discussed under B.2.

1. Design Phase Services

   a. Review Existing Documentation: Inspec will review all pertinent and available existing reports and construction documents as well as Inspec's previous services pertaining to this site.

   b. Construction Documents: Inspec will develop a thorough set of construction documents. The construction documents will include drawings and a project manual. Inspec will formally issue the construction documents to the Client for review and comment only once at the 95% (unsigned) level of development. However, informal communication and coordination exchanges between Inspec, Inspec's consultants, and the Client will be ongoing during the entire design process.

   c. Pricing: Inspec will assist the Client with the collection of all contractor's construction costs.

   d. Meetings: Inspec will conduct virtual meetings as needed.

2. Construction Phase Services

   a. Pre-construction Meeting: Inspec will attend a pre-construction meeting on the project site for the contractors and all other interested parties. This is especially critical on this project so that all parties understand the specialized construction sequencing that is required.

   b. Review contractor submittals.

   c. Construction Observation: Inspec shall conduct periodic construction observation at frequencies determined by Inspec based on the nature of the construction taking place. Inspec shall issue one written report with photos for each observation visit day.

   d. Construction Progress Meetings: Inspec will attend the contractor's progress meetings, only when they occur during an Inspec period visit.

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e. Other Construction Administration Services: Inspec shall provide the following:

1) Reasonable construction document modifications.
2) Pay request review with recommendations.
3) Punch list preparation.
4) Closeout paperwork.

D. COMPENSATION – ADDITIONAL SERVICES

Hourly based on Inspec's current Fee Schedule (attached).

E. COMPENSATION – ADDITIONAL REIMBURSABLES

1. Compensation for additional reimbursables is in addition to Additional Services Compensation and shall be the amount billed to Inspec times a factor of 1.10. Reimbursables required in order to execute Additional Services are limited to out-sourced services, consultants services, and mileage. Automobile mileage shall be based on our attached Fee Schedule.

F. REMARKS

This additional services proposal is valid for 30 days, after which time Inspec reserves the right to modify and resubmit.

This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

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

For Client

DocuSigned by:
David Spooner
1AFAF2483495423...
Signature

David Spooner
Printed Name

Manager of Facilities
Printed Title

DocuSigned by:
Cathy Erickson
EB8F2CAC8D644B2...
Signature

Cathy Erickson
Printed Name

CFO
Printed Title

Duluth Public Schools

For Inspec

Signature

David Campbell, AIA, RWC, GRP
Printed Name

Vice President / Senior Architect
Printed Title

INSPEC, INC.

ISD 709 - Duluth Public Schools Budget Code: 05 E 215 865 382 305 000

DC/dar
cc: Dale Meierhofer (Inspec) Matt Bryan (Inspec)
Enclosures: Fee Schedule

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INSPEC

CHICAGO
MILWAUKEE
MINNEAPOLIS

FEE SCHEDULE

Valid November 1, 2021 – October 31, 2022

		Regular Time Per Hour	Overtime Per Hour
1	**PERSONNEL SERVICES**		
01	Principal	$200.00	
02	Professional Engineer/Registered Architect	$180.00	
03	Registered Roof or Waterproofing Consultant, Supervisor	$170.00	
04	Senior Consultant	$160.00	$185.00
05	Consultant	$135.00	$170.00
06	Registered Roof Observer, Senior Construction Observer	$140.00	$175.00
07	Specification Writer/Construction Support Specialist	$110.00	
08	Construction Observer	$110.00	$140.00
09	CAD/REVIT Operator	$100.00	
10	Technical Staff	$90.00	

2 EXPENSES

01	Automobile Mileage, per mile	$0.72	
02	Meals, per day	$45.00	
03	Lodging, per day	$95.00	
04	Airfare, Car Rental, Parking, other job-related costs	Actual cost x 1.10	
05	Infrared Camera, per hour	$220.00	
06	Add'l Professional or Contractor Services	Invoice x 1.10	
07	Window Testing Equipment, per day	$250.00	

3 FIELD SAMPLING/TESTING

01	Personnel Services as in #1 above	
02	Built-up Roof Sample Analysis for Material Quantities and Workmanship, per sample	$280.00
03	Single-ply Thickness Determination, per sample	$75.00
04	Fastener Withdrawal Test, each	$100.00
05	Bubble Gun Test for Air Barriers, per set	$150.00
06	Adhesion Test for Air Barriers, per set	$150.00

4 LABORATORY TESTING

01	Built-up Roof Systems		
	A. Roof Samples		
	1. Without flood coat or gravel, Jennings Method		$280.00
	2. Without flood coat or gravel, ASTM D 3617 (12" x 12")		$280.00
	3. Surfacing inclusive, Jennings Method		$320.00
	4. Surfacing inclusive, ASTM D 2829, ASTM D 3617		$320.00
	B. Analysis of Bitumen		
	1. Softening Point, ASTM D 36		$250.00
	2. Penetration, ASTM D 5		$115.00
	3. Flash Point, ASTM D 92		$125.00
	C. Moisture Tests		
	1. Felt only, ASTM D95		$100.00
	2. Built-up Roof Membrane, ASTM D 95		$160.00
	3. Thermal Roof Insulation, oven dry method		$160.00
	D. Mineral Aggregate, ASTM D 1863, Sieve Analysis, ASTM C 136		$160.00
02	Single-ply Systems		
	A. Membrane Thickness		$85.00
	B. Insulation Density		$85.00
	C. Ballast-mineral Aggregate, Sieve Analysis, ASTM C 136		$80.00
03	Pavement Systems		
	A. Coarse and Fine Aggregate Sieve Analysis, ASTM C 136		$80.00
	B. Coarse and Fine Aggregate Wash Sieve, ASTM C 117		$80.00

· 5801 Duluth Street, Minneapolis, MN 55422 · Ph. 763-546-3434 · Fax 763-546-8669
· 126 North Jefferson, Suite 120, Milwaukee, WI 53202 · Ph. 414-744-6962
· 8618 West Catalpa, Suites 1109 – 1110, Chicago, IL 60656 · Ph. 773-444-0206 · Fax 773-444-0221

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Mickelson Consulting, 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 3/1/22 and shall remain in effect until 9/30/23, 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.**
Services performed by Mickelson Consulting include professional development training to school staff and district leaders on restorative practices throughout the course of March 2022 through September 2023.

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 $ 21,000 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: Catherine Erickson - CFO , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Laraine and Paul Mickelson, 2590 County Rd 139, Barnum, MN 55707.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 4/28/22 Date

Callie DeVriendt 4/28/22 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	740	499	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair 4-28-22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Blair Powless , 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 March 11, 2022 and shall remain in effect until June 30, 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 contractor will provide Social Studies lessons at the High School level to bring a better understanding of history from an Indigenous perspective. Concrete examples of concepts will come primarily from an Indigeous perspective on Indigenous history. These lessons are designed to empower and enlighten Indigenous and other students of color while simultaneously being informative and educational for all students. These lessons will also help meet the American Indian focused Minnesota State Standards in Social Studies.

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 $100.00 (One-hundred dollars)hourly for teaching lessons and $75.00 (Seventy-five dollars) for planning meetings and $ 3,500.00 (Three thousand five hundred) 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:Edye Washington, American Indian Ed. Coordinator and/or Nathan Smith, OEE Coordinator 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Blair Powless 1030 West 3rd Street Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of

services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 3/11/2022 Date

Program Director 3/11/2022 Date

3/11/2022

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:

OEE → Ed. dept →

_____ 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	605	320	305	340
01 E 005 640 313 305 315 OEE				XXX	XXX	XXX

_ Activity Funds

_____ is a Memorandum of Understanding

Cathryn Oliver

CFO / Superintendent of Schools / Board Chair 4/25/22 Date

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Residential Services Inc.

This agreement is between Residential Services, Inc. 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

Services

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [redacted] The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin ***May 1, 2022*** and shall not extend beyond ***May 31, 2022,*** the contract not to exceed ***21 days*** and ***4 hours per day***. The district agrees to reimburse Residential Services Inc. $21.50 per hour for a sum not to exceed ***$1,806.00*** for the time worked with [redacted] while participating in school activities.

ISD 709 Calendar 2021-22 School Year

123

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

AUGUST						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	Staff Develop. 31				

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

OCTOBER						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	MEA Weekend 21	22	23
24	Staff Develop. 25	26	27	28	29	30
31						

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

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

JANUARY						
S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	M.L.K. Win. Rec. 17	18	19	EHM 20	Semester Break 21	22
23	24					
30	31	25	26	27	28	29

FEBRUARY						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	Pres. Day HOLIDAY 21	Confer. Makeup 22	Confer. Makeup 23	Winter Recess 24	Winter Recess 25	26
27	28					

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

MAY						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	Mem. Day HOLIDAY 30	31				

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

195

KEY DATES

- First day for Grade 1-12 students - September 7, 2021
- First day for Kindergarten students - September 9, 2021
- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 9, 2022

GRADING TERMS

Elementary Schools:

- Term 1: September 7 to January 20
- Term 2: January 24 to June 9

High Schools and Middle Schools:

- Term 1: September 7 to November 5
- Term 2: November 8 to January 20
- Term 3: January 24 to April 1
- Term 4: April 4 to June 9

Adopted by the School Board on April 27, 2021. Calendar also available at www.ISD709.org

ISD 709 Duluth Public Schools

Form 3001 Item #35-05-002900

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor,* and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

X District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

X Services are consultative with special education staff.

X Services are during confirmed weekly checks ins of attendance with the certified licensed teacher.

X Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

___ Services to be provided at school site(s)

X Services to be provided in the student's home.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jackie Ward
215 N 1st Ave E
Duluth, MN 55802

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
   A. Statutory State Coverage
   B. Employee Liability Coverage with the following limits:
   Bodily Injury by Accident 100,000 Each Accident
   Bodily Injury by Disease 100,000 Each Employee
   Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

   A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
   Combined Single Limit: $1,500,000
   Personal Injury Liability $1,500,000
   Products Completed Operations $1,500,000
   General Aggregate $1,500,000
   B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of $1,500,000 each occurrence / $1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

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.

Residential Services Inc.

Signed: _____

Title: _____

Date: _____

Duluth Public Schools

Signed: Jackie M Ward Signed: Cathrine Edson

Title: Asst. Director Spec Title: CFO

Date: 4/14/22 Date: 4/25/22

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Residential Services Inc.

This agreement is between Residential Services, Inc. 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

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The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [redacted] The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin ***April 1, 2022*** and shall not extend beyond ***April 30, 2022,*** the contract not to exceed ***15 days*** and ***4 hours per day***. The district agrees to reimburse Residential Services Inc. $21.50 per hour for a sum not to exceed ***$1,290.00*** for the time worked with [redacted] while participating in school activities.

ISD 709 Calendar 2021-22 School Year

130

172

JULY

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

AUGUST

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	Staff Develop. 31				

SEPTEMBER

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

OCTOBER

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17	18	19	20	MEA Weekend 21	22	23
24 31	Staff Develop. 25	26	27	28	29	30

NOVEMBER

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

DECEMBER

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			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	Winter Recess 23	Winter Recess 24	25
26	Winter Recess 27	Winter Recess 28	Winter Recess 29	Winter Recess 30	New Years HOLIDAY 31	

JANUARY

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	M.L.K. Win. Rec. 17	18	19	EHM 20	Semester Break 21	22
23 30	24 31	25	26	27	28	29

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	Pres. Day HOLIDAY 21	Confer. Makeup 22	Confer. Makeup 23	Winter Recess 24	Winter Recess 25	26
27	28					

MARCH

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27	28	29	30	31		

APRIL

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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	Confer. Makeup 18	Confer. Makeup 19	Spring Recess 20	Spring Recess 21	Spring Recess 22	23
24	25	26	27	28	29	30

MAY

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22	23	24	25	26	27	28
29	Mem. Day HOLIDAY 30	31				

JUNE

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

KEY DATES

- First day for Grade 1-12 students - September 7, 2021
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- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 9, 2022

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Adopted by the School Board on April 27, 2021. Calendar also available at www.ISD709.org

ISD 709 Duluth Public Schools

Form 3001 Item #35-05-002900

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor,* and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

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Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

X District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

X Services are consultative with special education staff.

X Services are during confirmed weekly checks ins of attendance with the certified licensed teacher.

X Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

___ Services to be provided at school site(s)

X Services to be provided in the student's home.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jackie Ward
215 N 1st Ave E
Duluth, MN 55802

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
   A. Statutory State Coverage
   B. Employee Liability Coverage with the following limits:
   Bodily Injury by Accident 100,000 Each Accident
   Bodily Injury by Disease 100,000 Each Employee
   Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

   A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
   Combined Single Limit: $1,500,000
   Personal Injury Liability $1,500,000
   Products Completed Operations $1,500,000
   General Aggregate $1,500,000
   B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of $1,500,000 each occurrence / $1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

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.

Residential Services Inc.

Signed: _____

Title: _____

Date: _____

Duluth Public Schools

Signed: Jackie Ward Signed: Cathrin Elsen

Title: Asst. Director Sped Title: CFO

Date: 4/11/2022 Date: 4/25/22

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Northern Vocational Opportunities, 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 provided to [redacted] on Wednesday's from 9:00 AM – 3:00 PM through the end of the school year.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 27, 2022 and shall remain in effect until June 8, 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.** *Employment Exploration Services, Day Support Services.*

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 $120.00 hourly for support services and $41.48 daily for transportation, $5,330.36 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: Brenda Vieths, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Northern Vocational Opportunities, Attn: Teresa Eaton, 707 Hwy 33S, Suite 8, Cloquet, MN 55783.

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
Jackie R Ward		4/14/22
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	416	740	394	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

[signature]	4/25/22
CFO / Superintendent of Schools / Board Chair	Date

DEPARTMENT OF HUMAN SERVICES

State of Minnesota Department of Human Services
Shared Services Agreement/Income Contract

This Shared Services Agreement/Income Contract, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, Direct Care and Treatment (DCT) [Northern Vocational Opportunities] ("STATE"), and [Duluth Public School, ISD 709], an independent contractor, not an employee of the State of Minnesota, address [707 Hwy 33 South Suite 8 Cloquet MN 55720] ("CONTRACTOR).

Recitals

A. STATE, pursuant to Minnesota Statutes, section 246.57, may enter into agreements for the participation in shared services that would be mutually beneficial to the Parties and the public.

B. STATE is a Day Training & Habilitation (DT&H) facility under the general management and control of the Commissioner of Human Services pursuant to Minnesota Statues, section 256B.092.

C. CONTRACTOR requires [Services will be provided to Nnaemeka Igwe on Wednesday's from 9:00AM-3:00PM through the end of the school year.].

D. STATE is able and willing to provide the services set forth in the Agreement.

THEREFORE, the Parties agree as follows:

Contract Agreement

1. Term of Contract.

1.1 Effective Date. The Effective Date of this Contract is [April 27th 2022], or the date that STATE obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. Work must not begin under this Contract until this Contract is fully executed.

1.2 Expiration Date. The Expiration Date of this Contract is [June 8, 2022], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation, or termination of this Contract: 6. Information Privacy and Security; 7. Intellectual Property Rights; 8. Liability; 10. Audit Requirements and Contractor Debarment Information; 11. Data Disclosure; and 15. Governing Law, Jurisdiction and Venue.

2. State's Duties.

2.1 Scope of Work. STATE shall:

A. Employment Exploration and Day Treatment Services for Nnaemeka Igwe on Wednesday's from 9:00 AM to 3:00 PM.

3. Contractor's Duties.

3.1 Scope of Work. CONTRACTOR shall:

A.

B.

C.

3.2 Compliance. Contractor shall comply with all The Joint Commission (JC), Centers for Medicare and Medicaid Services (CMS), the Minnesota Department of Health and other Federal and State regulatory requirements, including required documentation.

3.3 Performance Measures. The Department of Human Services (DHS), Direct Care and Treatment (DCT) shall assess performance on the contract on a yearly basis to ensure expectations have been met and services have been rendered in a quality, satisfactory manner. Performance issues that arise during the term of the contract will be addressed jointly and immediately by the parties.

3.4 Compensation. CONTRACTOR shall pay STATE in accordance with the rates and terms set forth in Clause 4 "Consideration and Terms of Payment" of this Contract.

4. Consideration and Terms of Payment.

4.1 Consideration. Consideration for all services performed and goods or materials supplied by STATE pursuant to this Contract shall be paid by CONTRACTOR as follows:

Service	Rate
[Day Support Services]	[120.00 hourly]
[Transportation]	[$41.48 daily]

Service	Rate
[Not to Exceed]	[$5,330.36]

4.2 Change in Rate. If during the term of this Agreement, federal or state law, regulation, rule or bulletin of the STATE, approves a rate increase, requires a rate decrease or makes any other changes to the reimbursement rates for any service included in this agreement, the new rate shall be in effect under this Contract and identified through an amendment.

4.3 Change in Duties. If STATE is asked to perform services other than the ones set forth in Clause 2 "State's Duties", the new or additional services and a mutually agreeable adjustment in compensation must be established in writing pursuant to Clause 16.2 "Amendments" before such services are performed.

4.4 Terms of Payment. Payment shall be made by CONTRACTOR to STATE within 30 days after STATE has presented CONTRACTOR with invoices for services performed or goods or materials produced. STATE will present invoices to CONTRACTOR every 30 days.

5. Authorized Representatives.

5.1 State. The STATE's authorized representative for purposes of this Contract is [Teresa Eaton, 218-655-8910 Teresa.a.eaton@state.mn.us], or their successor.

5.2 Contractor. The CONTRACTOR's authorized representative for purposes of this Contract is [Brenda Vieths, 218-336-8740 ext 1101 Brenda.vieths@isd709.org], or their successor.

5.3 Responsibility. Each authorized representative shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this Contract.

6. Information Privacy and Security.

A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to CONTRACTOR under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.

B. It is expressly agreed that CONTRACTOR will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, CONTRACTOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Contract. Therefore, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Contract. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Contract, CONTRACTOR will be responsible for its own compliance.

C. Notwithstanding paragraph A and B, in its capacity as CONTRACTOR under this Contract, CONTRACTOR must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. CONTRACTOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the CONTRACTOR or the STATE.

D. In its capacity as CONTRACTOR under this contract, CONTRACTOR is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.

E. If the CONTRACTOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract, CONTRACTOR must immediately notify and consult with the STATE's Authorized Representative as to how the CONTRACTOR should respond to the request.

F. Under this Contract, CONTRACTOR will be performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

G. CONTRACTOR's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5, to establish appropriate security safeguards for all records containing data on individuals.

H. CONTRACTOR must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

7. Intellectual Property Rights.

7.1 Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the CONTRACTOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the CONTRACTOR, its employees, agents, or subcontractors, in the performance of this Contract.

7.2 Use of Works and Documents. CONTRACTOR owns any Works or Documents developed by the CONTRACTOR in the performance of this Contract. The STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

8. Liability.

Each party shall be responsible for claims, losses and damages which are caused by acts or omissions of that party. The liability of STATE is as set out in Minnesota Statutes, section 3.736 and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or it may have or so construed as to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Contract.

9. Publicity and Endorsement.

9.1 Publicity. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

9.2 Endorsement. The CONTRACTOR must not claim that the STATE endorses its products or services.

10. Audit Requirements and Contractor Debarment Information.

10.1 State Audits. Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the CONTRACTOR and its employees, agents, or subcontractors relevant to this Contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Contract.

10.2 Debarment. CONTRACTOR certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. CONTRACTOR'S certification is a material representation upon which the contract award was based. CONTRACTOR shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

11. Data Disclosure.

Consistent with Minnesota Statutes, sections 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, the CONTRACTOR consents to disclosure of its social security number, federal employer

tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies and state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the CONTRACTOR to file state tax returns, pay delinquent state tax liabilities, or pay other state liabilities, if any. **This Contract will not be approved unless these numbers are provided.**

12. Prohibition on Weapons.

CONTRACTOR agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the CONTRACTOR is performing services within the scope of this Contract. This policy, which is located at the business location of the STATE and is available to CONTRACTOR upon request, is incorporated by reference into this Contract. Any violations of this policy by CONTRACTOR or CONTRACTOR'S employees may be grounds for immediate suspension or termination of the contract.

13. Severability.

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

14. Cancellation and Termination.

14.1 Cancellation. This Contract may be canceled by the STATE, Minnesota Commissioner of Administration, or CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other Parties. In the event of such a cancellation, STATE will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

14.2 Breach. Notwithstanding clause 14.1, upon either Party's knowledge of a curable material breach of this Agreement by the breaching Party, the non-breaching Party shall provide the breaching Party written notice of the breach and ten (10) days to cure the breach. If the breaching Party does not cure the breach within the time allowed, the breaching Party will be in default of this agreement and non-breaching Party may cancel the contract immediately thereafter. If breaching Party has breached a material term of this Agreement and cure is not possible, the non-breaching Party may immediately terminate this Agreement.

15. Governing Law, Jurisdiction and Venue.

Minnesota law, without regard to its choice of law provisions, governs this Contract and amendments and supplements thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Assignment, Amendments, Waiver, and Contract Complete.

16.1 Assignment. Neither STATE nor CONTRACTOR shall assign or transfer any rights or obligations under this Contract without the prior consent of the Party and a fully executed Assignment

Agreement, approved by the same parties who executed and approved this Contract, or their successors in office.

16.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

16.3 Waiver. If the STATE fails to enforce any provision of this Contract, that failure does not waive the provision or STATE'S right to enforce it.

16.4 Contract Complete. This Contract contains all negotiations and agreements between the STATE and the CONTRACTOR. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

(Signature Page Follows).

By signing below, the parties agree to the terms and conditions contained in this Contract.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of the CONTRACTOR as required by applicable articles, by-laws resolutions or ordinances.

By: Jackie L Ward
Title: Asst. Director of Sped
Date: 4-27-22

By: Cathleen Edson
Title: CFO
Date: 5/5/22

2. STATE AGENCY:

By (with delegated authority):
Title:
Date:

3. COMMISSIONER OF ADMINISTRATION:

By (authorized signature):
Date:

Distribution
Agency- Original (fully executed) contract
Dept. of Administration
Contractor
State Authorized Representative

UNIVERSITY OF MINNESOTA

NINTH AMENDMENT TO USE AND SERVICES AGREEMENT

THIS NINTH AMENDMENT TO USE AND SERVICES AGREEMENT (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, a Seventh Amendment dated August 31, 2020, and an Eighth Amendment dated March 18, 2021 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.

2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2022 and ending June 30, 2023, and University consents to such renewal.

3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the $2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.

4. The License Fee for the annual renewal beginning July 1, 2022 will be $334.81 per month and the Calibration Fee will be $292.06 per month. The Fee for Secretarial Services will be $590.20 per month. All other fees remain unchanged.

5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.

6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors

policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.

7. Due to the need for additional personal protective equipment (PPE) and cleaning supplies, in addition to the Fees specified in the Agreement, Licensee shall pay a fee of $30.00 per month (the "**PPE Fee**," which shall be deemed to be one of the Fees for all purposes under the Agreement). PPE will be provided to Licensee on an "as available" basis, and Licensee acknowledges that there may be shortages. Licensee may provide its own PPE in the event of a shortage.

8. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, including without limitation those related to self-monitoring and social distancing. Such guidelines include, for example, https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html.

9. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "**Uncontrollable Event**" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.

10. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota	**Duluth Public Schools ISD 709**
By: _____	By: Catherine Erickson
Name: Leslie Krueger Title: AVP of Planning, Space and Real Estate	Name: Catherine Erickson Title: CFO
Date: _____	Date: 4/25/22

Budget Code: 01E 005 400 000 370 000

AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of April, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Leanna Hudson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2022 and shall remain in effect until June 30, 2023, 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.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $32 hourly and $ 22,000 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: Katie Danielson, 11 E Superior St, Suite 450, 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 15 45 Torgenson Road, 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.

LeAnna Hudson [redacted] 4-26-22

Contractor Signature SSN/Tax ID Number Date

Program Director 4-26-22

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	216	401	303	637
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

Asst. Sup.

CFO / Superintendent of Schools / Board Chair 4/27/22

Date

5/5/22

Catherine Erickson, CFO

Modern Classrooms Project

VIRTUAL TRAINING AGREEMENT

This Agreement (the "Agreement") is entered into as of 05/02/2022, by and between The Modern Classrooms Project ("TMCP"), a nonprofit corporation organized under the laws of the District of Columbia, located at 15 14th St SE, Washington, DC 20003, and Duluth Public Schools ("Sponsor"), located at 4316 Rice Lake Rd Suite 108, Duluth, MN 55811.

WHEREAS, Sponsor wishes that TMCP provide certain services and TMCP's performance of such services are of mutual interest and benefit to the TMCP and Sponsor; and WHEREAS, TMCP's performance of services hereunder will further its educational objectives in a manner consistent with its status as a non-profit, tax-exempt, charitable institution;

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any sums to be paid, the parties hereto agree as follows:

1. **Scope of Work**

TMCP will provide Sponsor **80 full subscriptions to TMCP's online Mentorship Program**, to be used by educator(s) selected by Sponsor. For each subscription, each participant shall receive:

- Full access to TMCP's premium online course for Duluth Public Schools educator(s).
- Virtual coaching and detailed feedback from one of TMCP's expert mentors.
- Eligibility for CEUs/graduate credits upon completion. *(additional fees required)*

TMCP will further provide Mentee Management & Support, such that Sponsor receives:

- A launch webinar which introduces the Virtual Mentorship Program to educator(s).
- Office Hours for Duluth Public Schools educator(s).
- Data tracking and updates on teachers' progress through the Program.

The cost of each subscription is $500 ("Mentorship Fee"). In total, 80 subscriptions will cost $40,000.

2. **Payment**

a) In consideration of TMCP performing the Scope of Work, Sponsor shall pay TMCP all Mentorship Fees within one month of participants' enrollment in the Mentorship Program.

TMCP shall submit to Sponsor a single invoice for all Fees, for a total of $40,000. That invoice shall be numbered DULUTH-1.

b) All payments made hereunder shall be include the invoice number and be made by check to:

The Modern Classrooms Project
15 14th St SE
Washington, DC 20003

3. Refunds and Subscription Transfers

TMCP considers each subscription to its Mentorship Program to be used as soon as the educator using that subscription submits their first assignment through the course platform. After this point, that subscription may no longer be transferred or refunded.

If for some reason one or more of Sponsor's subscriptions is not used, Sponsor may:

(a) request a refund, within ninety (90) days of 06/13/2022, or

(b) transfer that subscription, free of charge, to another of Sponsor's educators. The subscription must be used prior to 06/30/2023; otherwise, it becomes null and void.

Upon request and at any given point during the contract, TMCP shall promptly provide Sponsor with updates about the number of Mentorship Program subscriptions that have been used to date, as well as the options for subscriptions that have not yet been used.

4. Independent Contractors

The relationship of Sponsor to TMCP shall be that of an Independent Contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer, or joint venture. Sponsor shall not permit any of its officers, directors, agents, employees, representatives, contractors, successors, assigns, or anyone acting on their behalf to represent or hold out itself or themselves as employees, agents, or representatives of TMCP or as authorized to make any commitment to incur any obligation on behalf of TMCP. Duluth Public Schools reserves the right to monitor and evaluate services under this contract.

5. Intellectual Property

a) Sponsor understands and acknowledges that TMCP, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("TMCP Background Intellectual Property"). TMCP shall retain all rights to such TMCP Background Intellectual Property. Nothing in this Agreement shall confer any right to Sponsor to acquire by assignment or license, exclusive ownership or use of TMCP Background Intellectual Property.

b) Copyright in materials created for the performance of the Scope of Work ("Deliverables") shall vest in TMCP.

c) TMCP hereby grants to Sponsor an irrevocable, royalty-free, nonexclusive license to use any such copyright to the Deliverables for non-commercial internal purposes.

6. Term and Termination

a) Unless earlier terminated in accordance with subsection (b) of this Section, the term of this Agreement shall commence on 06/13/2022, and shall terminate on 06/30/2023. **After 06/30/2023, TMCP shall not be obligated to provide any support or training to Duluth Public Schools or its educator(s) under this agreement.**

b) This Agreement may be terminated (i) for convenience by either party upon sixty (60) days written notice to the other party; or (ii) if either party materially breaches this Agreement, and the non-breaching party provides the breaching party with thirty (30) days advance written notice of termination, and such breach is not remedied within such thirty (30) day period.

c) Upon written notice, TMCP shall proceed in an orderly fashion to limit or terminate any outstanding commitments and to conclude the work. All costs incurred by TMCP associated with termination shall be allowable including, without limitation, all unreimbursed or non-cancelable costs or commitments incurred or obligated and work performed prior to the effective date of termination, which shall include all appointment of staff prior to the effective date of termination.

d) In the event of any early termination, TMCP shall submit a final financial report within sixty (60) days of the effective date of termination, accounting for all costs incurred and funds received.

e) Neither party will be responsible for or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed party. Such causes include, but are not limited to, acts of God, acts of government, embargoes, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, hurricanes, fires, floods, or any other circumstances of like character. The party whose performance is delayed or prevented shall promptly provide to the other party written notice of the existence of and the reason for such non-performance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

7. Scope of Agreement

a) This Agreement, including any exhibits, attachments, and documents referenced herein, which are incorporated into this Agreement, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other

party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

b) No amendment, modification, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by an authorized representative of each party.

8. Governing Law

The laws of the District of Columbia, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of the District of Columbia. The parties agree that a final judgment in any such suit, action, or proceeding may be enforced in other jurisdictions as provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

The Modern Classrooms Project

Signature: Kareem Farah

Name: Kareem Farah

Title: CEO

Date: 05/02/2022

Duluth Public Schools

Signature: Catherine Erickson

Name: Catherine Erickson

Title: CFO

Date: 5/5/22

Budget Code:
01 E 005 640 155 304 000

Modern Classrooms Project

Optional Letter of Support:

Modern Classrooms Project Program-Impact Research

This optional memorandum is not a binding contract, nor does it replace or constitute formal research approval. Instead, it expresses support for MCP's ongoing program-evaluation efforts, and will be helpful in the event that the Modern Classrooms Project seeks formal research approval at a later date.

As part of its ongoing efforts to measure its impacts and improve its programming, the Modern Classrooms Project seeks to collaborate with Duluth Public Schools as a partner in program evaluation. The data the Modern Classrooms Project seeks to collect may eventually include:

- **Student Questionnaires:** A validated online survey, which may be administered to both Modern Classroom (MC) and Comparison (C) students 2-3 times during the school year.
- **Teacher Surveys:** A validated online survey, which may be administered to both MC and C teachers 2-3 times during the school year.
- **Teacher Interviews:** 30-minute phone interviews which are parallel to the teacher survey items but permit more in-depth exploration of teachers' program experiences, activities, and reactions.
- **Student Test Scores:** Official assessments of student learning, for both MC and C students.
- **Student Attendance Records:** Official records of student attendance, for both MC and C students.
- **Student Demographics:** Relevant demographic information on both MC and C students.

As an incentive for study participation, and pending formal district approval, the Modern Classrooms Project may provide stipends to both MC and C teachers who complete the Teacher Survey and administer the Student Questionnaire.

In the event that The Modern Classrooms Project receives formal research approval at a later date, The Modern Classrooms Project will share the results of all program-impact research with school and district partners. All student and teacher data will remain anonymous, and The Modern Classrooms Project will seek appropriate parental consent as dictated by the partner's research and legal departments. To express your personal support for these research efforts, please review and sign the statement below.

I am eager to understand the impacts that The Modern Classrooms Project's work makes on teachers and students. I support this research effort and, in the event that The Modern Classrooms Project seeks formal research approval, would be glad to speak further about my endorsement.

_____	Cathrine Olson _____
Name	Signature
_____	5/5/22 _____
Title	Date

IXL LEARNING

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 3537287-2022-001-5
DATE: APRIL 7, 2022

TO:
Sally Weidt
Duluth Independent School District
215 N 1ST AVE E
DULUTH, MN 55802

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Dan Schmidt	A22-3537287	June 1, 2022 – June 1, 2023	June 1, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	IXL site license for 5,800 students, including:		
1	Grades K-8: 5,350 students Subjects: Math and ELA	$82,925.00	$82,925.00
1	SPED in grades 9-12: 450 students Subjects: Math and ELA	$6,975.00	$6,975.00
1	Professional Development: IXL Core PD Package *Unlimited instructor accounts included*	$995.00	$995.00

SUBTOTAL	$90,895.00
SALES TAX	--
SHIPPING & HANDLING	--
TOTAL DUE	$90,895.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/po-upload and enter quote # 3537287-2022-001-5. For international accounts, we can accept wire transfers for an additional fee.

LEARNING

SALES CONTRACT

CONTRACT #98924
April 20, 2022

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Sally Weidt
Duluth Independent School District
215 N 1ST AVE E
DULUTH, MN 55802

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Dan Schmidt	**A22-3537287**	**3537287-2022-001-5**	**Jun 1, 2022 – Jun 1, 2023**

PAYMENT PLAN

Amount	Invoice date
$90,895	**June 1, 2022**
TOTAL	**$90,895**

Price valid until June 1, 2022

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE Colleen Erdrich **DATE** 5/5/22

Budget Code 01E 005 605 171 406 000

LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.

2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.

4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
   c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
   d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
   Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.

8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.

9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.

10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 5th day of May, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Cindy Upton

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Cindy Upton (the "Parties") entered into the contract (the "Contract") dated September 20, 2021, for the purpose of providing general leadership and technical support to reading and math interventionists district-wide (see attached position description).

B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").

C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $5,000. This amendment would increase the not to exceed amount to $6,800.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Cindy J. Upton	5247	5/9/22
Contractor Signature	SSN or EIN	Date
	[redacted]	5.9.22
Program Director		Date

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

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	005	203	155	143	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

Cathryn Edson	5-9-22
CFO/Superintendent of Schools/Board Chair	Date

ISD 709 Duluth Public Schools

08/23/2019

Subsitute / Hourly/ Temporary Employee Notice

1. Employee: Cindy Upton 005247	Address: 225 Sitka St. Duluth, MN 55811
Phone Number: (218) 310-7794	Email Address: cjupton19@gmail.com
Date Employment Began: 9/13/2021	School Year 2021-22*
2. Legal name of employer: Duluth Public School, Independent School District 709	Administration Building address: 215 N 1st Ave E, Duluth, MN 55802
Phone number: 218-336-8700	Email address: humanresources@isd709.org

3. *Employment status: * Employee is non-exempt (entitled to overtime, minimum wage, other protections under Minn. Stat. 177) Employment is contingent upon the school/department needs and funding. Nothing in this offer creates an express, direct, or implied contract nor does it guarantee a specific number of hours per week or a specific length of employment. Employment is at will and can end at any time at the District's discretion.

4. Rate of Pay for Position(s) Employed for

Other Position and Rate of Pay

☒ Retiree to assist with T&L, provide intervention support/Hourly/$32/hour up to 156 hours total

Other Forms of Payment N/A

Overtime is owed after: 40 total hours per work week (Sunday through Saturday)

5. Leave benefits available: Not Eligible

6. Deductions that may be made from employee's pay and amounts:

☒ Payroll Taxes (Federal, State, Social Security, Medicare)	☒ Other Court or Legally required deductions
☐ MN PERA Retirement (6.5 % of gross earnings)	☐ MN TRA Retirement (7.50 % of gross earnings)
☐ MN BCA Criminal Background Check $20 (one time)	☒ Other deductions you elect/authorize

7. Number of days in the pay period: 10	Regularly scheduled payday: Friday (Biweekly)

Pay Periods are biweekly Sunday through Saturday. There will be a two-week delay between the end of the pay period and pay day. Date employee will receive first payment of wages earned:

8. Other information relevant to this position:

District policies and handbooks are located on the district website: www.isd709.org
District policies - https://www.isd709.org/district/policies
Substitute Orientation and Handbook - https://www.isd709.org/departments/human-resources/job-opportunities/substitute-orientation
Employee Handbook - https://www.isd709.org/departments/human-resources/resource-links

I, the employee, have received a copy of this notice: ☒ Yes ☐ No

Employer signature	Date	**Employee signature**	**Date**
[signature]	9/21/21	x Cindy J. Upton	x 9/21/21

ENTERED
OCT 08 2021
Initial: CK

RECEIVED
SEP 21 2021
HUMAN RESOURCES

Intervention Support Specialist

Position Description

The Duluth Public Schools is seeking an intervention support specialist to provide leadership and technical support to reading and math interventionists district-wide. This is a contracted position for up to $5,000 ($32/hour, up to 156 hours). The intervention specialist will report to the Director of Assessment and Evaluation.

Essential Duties

- Provide general leadership and technical support to reading and math interventionists district-wide; serve as the interventionists' primary point of contact

- Provide professional development, coaching, and support to reading and math interventionists district-wide. Topics will include:
    - How to administer the district's identified interventions with fidelity
    - How to administer, interpret, and utilize screening, diagnostic, and progress monitoring assessments
    - How to record interventions in the district's student information management system
    - Other, as deemed necessary

- Conduct fidelity checks on the district's identified interventions

- Compile data on the fidelity of implementation of the district's identified interventions; provide recommendations for next steps

- Compile data on the fidelity of implementation of the district's identified assessments; provide recommendations for next steps

- Coordinate and lead monthly meetings with interventionists

- Onboard newly hired interventionists

- Other duties as assigned

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Burns Van Fleet, 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)*

The Contractor is hired to engage in interviews with identified staff for the purposes of conducting an analysis of leadership climate and culture. The district will reimburse for all travel, lodging and all other related expenses.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1, 2022 and shall remain in effect until June 30, 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.**

A B/VF partner would be on-site in Duluth for five (5) or more days. During that time, he will conduct interviews with every principal and central office administrator who desires to participate. All seven board members will also have the opportunity to participate. All interviews are voluntary and anonymous. The report neither mentions nor quotes anyone directly. Obviously, no attempt is made to evaluate any individual. If desired, upon return from Duluth, the Consultants will review relevant documents, synthesize what was learned from the interviews, and thoughts from their own experiences to prepare the report. If desired, the report would then be sent to the Superintendent and his team for next steps.

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 $15,000 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: Superintendent's Office , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Burns/Van Fleet, 416 Hawthorne St, Houston, TX 77006.

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.

David McCollum 47-4341192 5/9/22

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

John Thrasher 5/10/22

CFO / Superintendent of Schools / Board Chair Date

No Cost Contracts Signed
April 2022

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
Lifetouch	Lester Park ES	Yearbook sales agreement
Lifetouch	Ordean-East MS	Yearbook sales agreement
Soliant – BlazerWorks Services	Special Services	Addendum to help recruit new hires
Center for Alcohol & Drug Treatment	MTTS Coordinator	Providing licensed counselors onsite at secondary schools to provide services to students
Luther College	Teaching and Learning	Student teaching program FY23

Lifetouch

PY23 Yearbook Sales Agreement

(B) Contract Years:

2022-2023	New/Renew	Renew	Job #:				
	LID #:	35712					
State:	MN	Zip Code:	55804				

Account Name:	Lester Park Elementary		
Address:	5300 Glenwood Ave	City:	Duluth
Phone #:		Enrollment:	600
School Year Open Date:	9/1/2022		
School Year Close Date:	6/15/2023		
Ship Yearbooks To:	Account		
Send Invoice To:	Account		
School Purchase Order Number:			

Adviser Name:	Tracy Thompson
Adviser Email:	tracy.thompson@isd709.org
Adviser Phone:	
Contact Address Name:	
Contact Street Address:	
Contact City, State, Zip:	

YEARBOOK SPECIFICATION INFORMATION:

Size:	7	
Number of Pages:	40	
Number of Copies:	226	

	School	Consumer
Yearbook Price:	$ 15.20	$ 18.00

YEARBOOK DATES:

Cover Deadline:	1/30/2023
Final Quantity Deadline:	04-24-2023
Requested Arrival Date:	01-30-2023

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

PACKAGE SELECTION:

		School Price	Consumer Price
Package:	MYPC - H	$ -	$ -

Website Activation Date:	08-01-2022
YBPay: (Type)	Direct
Activate YBPay On:	Date: TBD
Sales Flyer Need by Date:	

Additional flyer information should be included on the Merchandising Form

COVER & BINDING TYPE

		School Price	Consumer Price
Cover:	Split Cover		$ 5.00
Binding Type:	Smythe Sewn	$ -	$ -
Design:	Signature Design	inc	$ -
Printed School Name & Year:	Yes (1 or 2 lines)	inc	$ -
Personalization (Student Names):	MYPC	$ 6.00	$ 6.00
Icon:	No	$ -	$ -
Endsheets (Hardcovers Only):		$ -	$ -

PORTRAIT INFORMATION:

Photographed by Lifetouch:		
Yearbook Service Look:		
Associated Picture Days APO ID(s):		

CONSUMER ENHANCEMENTS:

		School Price	Consumer Price
Zoom:	Zoom - Taped	$ 3.00	$ 3.00
Auto Inserts:	4 - Page Autotograph Insert (Diff Qty)	$ 2.00	$ 2.00
Yearbook Stickys:	Yes	$ 2.00	$ 2.00

SIGNING INCENTIVES:

Signing Info:

SHIPPING/FREIGHT:

	Price
Estimated Freight:	$ -
Freight Model:	$ -
*Estimated Total:	$ -
Per Copy:	$ -
Deposit Rate:	75%

* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.

PACKAGE PRICING:

A la Carte Items	School Price *	Consumer Price:
Book Price:	$15.20	$18.00
MYPC:	$6.00	$6.00
Student Name 1 line:	$ -	$ -
Icons:	$ -	$ -
Zoom:	$3.00	$3.00
4-Pg Auto Insert:	$2.00	$2.00
YB Stickys:	$2.00	$2.00
Hard Cover Upgrade:		$ 5.00
Package Config:	*Minimum of 76 Copies Required	

Packages:	School Price *	Consumer Price:
Package A:	$24.70	$27.50
Package B:	$23.20	$26.00
Package C:	$21.70	$24.50
Package D:	$17.20	$20.00

SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):

Lifetouch Representative	Area Code:	Rep Code:

The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.

Lifetouch Representative Phone #:	Email Address:	Authorized School Representative (Print)	Title
Lifetouch Representative (Signature)		Authorized School Representative (Signature)	Date
			4/25/22

Updated: 8/12/2021

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Catherine Erickson, CFO

Lifetouch.

PY23 Yearbook Sales Agreement			(B)	Contract Years:	2023	New/Renew	Renew	Job #:	11452623
Account Name:	Ordean East Middle School					LID #:	35718		
Address:	2900 East 4th St	City:	Duluth		State:	MN	Zip Code:	35718	
Phone #:	218-336-8940	Enrollment:	1000						
School Year Open Date:		9/6/2022			Adviser Name:	Emily Lull			
School Year Close Date:		5/31/2023			Adviser Email:	emily.lull@isd709.org			
					Adviser Phone:				
Ship Yearbooks To:		Account			Contact Address Name:				
Send Invoice To:		Account			Contact Street Address:				
School Purchase Order Number:					Contact City, State, Zip:				

YEARBOOK SPECIFICATION INFORMATION		
Size:	7	
Number of Pages:	104	
Number of Copies:	551	

YEARBOOK DATES:	
Cover Deadline:	01-30-2023
Final Quantity Deadline:	04-24-2023
Requested Arrival Date:	05-19-2023

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

	School	Consumer
Yearbook Price:	$ 16.96	$ 18.00

COVER & BINDING TYPE		School Price	Consumer Price
Cover & Binding Type:	Split Cover - Smyth Sewing	$ 5.00	$ 5.00
Design:	Signature Design	Included	
Printed School Name & Year:	Yes (1 or 2 lines)	Included	
Personalization: (Student Names)			
Icons:			
Endsheets (Hardcovers Only):	White Endsheets	Included	

CONSUMER ENHANCEMENTS		School Price	Consumer Price
Zoom:		$ -	$ -
Auto Inserts:		$ -	$ -
Signing Pen:		$ -	$ -
Yearbook Stickys:		$ -	$ -
Cover Keeper™ Dust Jackets:		$ -	$ -

SHIPPING/FREIGHT		Price
	Estimated Freight:	$ -
Freight Model:	Actual Cost	$ -
	*Estimated Total:	$ -
	Per Copy:	$ -
	Deposit Rate:	75%

* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.

PORTRAIT INFORMATION:		
Photographed by Lifetouch:	Yes	
Yearbook Service Look:	Modern Grey	
Associated Picture Days APO ID(s):		

SIGNING INCENTIVES:	
Signing Info:	5 Free Books

Website Activation Date:	08-01-2022		
YBPay: (Type)	Direct		
Activate YBPay On:	Yes	Date:	TBD
Sales Flyer Need by Date:	TBD		

Additional flyer information should be included on the Merchandising Form

SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):

Lifetouch Representative	Area Code:	Rep Code:
Sarah Wise	MI	G1

Lifetouch Representative Phone #:	Email Address:
612-219-3303	sarah.wise@lifetouch.com

Lifetouch Representative (Signature): Sarah Wise

The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.

Authorized School Representative (Print)	Title

Authorized School Representative (Signature)	Date
Catherine Erickson, CFO	5/5/22

Updated: 8/12/2021

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Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch").

LIFETOUCH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is soley responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUCH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly, Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761

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ADDENDUM #1 – SOLIANT, LLC
TO PROVIDE ITS BLAZERWORKS SERVICES

This Addendum dated 03/31/2022, applies to the Client Services Agreement (the "Agreement") between Soliant, LLC's BlazerWorks Services, and Duluth Public School District, (client's) agreement to use same. The BlazerWorks service refers to the services provided by Soliant, LLC in its role as the preferred workforce solutions manager. For good and valuable consideration described herein, effective upon execution of this Addendum, Soliant, LLC will have the responsibility for supplying and managing Client's contingent Healthcare Professional ("HCP") workforce. Specifically, as part of Soliant, LLC's Services described in the Agreement, Soliant, LLC's BlazerWorks division will administer and manage the process of identifying and acquiring HCPs itself, or through Secondary Staffing Partners ("SSP") as set forth herein.

I. Services

BlazerWorks is a service provided by Soliant, LLC that manages client contingent healthcare staff. In such capacity, the BlazerWorks service will be provided to act as the preferred workforce solutions manager for Client to provide HCPs. During the term of the Agreement, all communications regarding the day-to-day activity and professional operations of the services outlined in the Agreement will be conducted between BlazerWorks and Client.

II. Order Fulfilment Process

Job Orders. As needed client shall notify BlazerWorks of its staffing needs for all HCPs when such needs arise, and Soliant, LLC's BlazerWorks division shall have the opportunity to fulfill those staffing needs. BlazerWorks may supply employees/contractors through Soliant, LLC, or employees/contractors through one or more SSPs. In the event Soliant, LLC's/BlazerWorks division is unable to fill any particular job order, it shall notify Client and shall have no obligation to fill such order.

Identification and Qualification. The BlazerWorks service includes identifying and qualifying: 1) HCPs; and 2) SSPs that are capable of providing HCPs, according to the requirements specified by Client.

Subcontracting. With respect to the provision of any HCP who is not an employee of Soliant, LLC. Soliant LLC's BlazerWorks division will execute a subcontractor agreement with the appropriate SSP employing such HCP for the provision of the HCP. The subcontractor agreement will conform to the terms of the Client Services Agreement.

Payment. All SSP invoices will be collected as part of the BlazerWorks service, and consolidated with Soliant, LLC's invoices. Soliant, LLC will submit single, periodic consolidated invoices to Client for the contingent healthcare staff provided pursuant to this Agreement. Soliant, LLC. pays HCPs who are its employees as required by law, and shall pay all other SSPs the amount invoiced within 15 days of receipt of payment from Client.

So Agreed this _____ day of _____ 2022.

	Soliant, LLC
Client Name	
Client Representative Signature	Catherine Erickson Representative Signature
Print Name	Catherine Erickson Print Name
Title	4-14-22 Title

Budget Code 01E005 405 419303000

Agreement

Between the Center for Alcohol and Drug Treatment and the Duluth Public School District, ISD#709

I. BACKGROUND AND INTENT

This Agreement is between the Center for Alcohol and Drug Treatment, a non-profit community agency, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to have chemical dependency/substance use services including assessments and individual and group substance use services on site at secondary schools for those students requiring such services;

WHEREAS, the Center for Alcohol and Drug Treatment desires to locate Licensed Alcohol and Drug Counselors, in Duluth Public Schools to provide substance use/chemical dependency, chemical health, and recovery services for students;

THEREFORE, the Center for Alcohol and Drug Treatment and Duluth Public Schools agree that it is in the best interest of students and their families attending secondary schools in Duluth Public School District to enter into an understanding;

This Agreement is to enable and structure the collaboration between The Center for Alcohol and Drug Treatment and Duluth Public School District ISD #709 in its implementation of creating educational successes for students, through substance use/chemical dependency services to students with unmet substance use needs.

II. ROLES AND RESPONSIBILITIES

Roles of the Center for Alcohol and Drug Treatment and ISD #709

It is understood that the Center for Alcohol and Drug Treatment and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of the Center for Alcohol and Drug Treatment

1. The Center for Alcohol and Drug Treatment will have Licensed Alcohol and Drug Counselors onsite at secondary schools that will provide substance use/chemical dependency services to students at a regularly scheduled time and place for each of several sites as agreed upon

Document ID: 2058b579463a2c37c5655cb2e0c3548800310 6d5f20f69f715c2b81f3ecdf6e1

by The Center for Alcohol and Drug Treatment's Executive Director, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, and Secondary Principals.

2. Students referred by school personnel or parents will be seen individually or in groups for substance use services by the Licensed Alcohol and Drug Counselor at the student's school in a confidential setting for assessments and individual/group sessions according to established Center for Alcohol and Drug Treatment policies and procedures.

3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the Licensed Alcohol and Drug Counselor as needed. And occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. Students served by the Center for Alcohol and Drug Treatment in the Duluth Public Schools are clients of the Center for Alcohol and Drug Treatment and are subject to the same rights and responsibilities as clients served onsite at the Center for Alcohol and Drug Treatment's main office.

5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of the Center for Alcohol and Drug Treatment and ISD #709.

6. Locate Licensed Alcohol and Drug Counselors at Duluth Public Schools in order to provide substance use/chemical dependency services in a private setting.

7. Employ and be responsible for its employees placed at Duluth Schools.

8. Maintain appropriate professional liability insurance.

9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.

10. Obtain parental permission to provide services.

11. Maintain and own case management records of students served.

12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by the Center for Alcohol and Drug Treatment.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.

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14. Ensure that meetings with the Licensed Alcohol and Drug Counselors do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.

15. Ensure that substance use services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with the Center for Alcohol and Drug Treatment administrative staff to plan a system of substance use service delivery.

2. Inform Principals and school staff of services available and work with the Center for Alcohol and Drug Treatment staff to develop a system to identify and refer students that may be in need of substance use/chemical dependency services. Meet periodically with the Center for Alcohol and Drug Treatment administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide the Center for Alcohol and Drug Treatment with a private meeting space for Licensed Alcohol and Drug Counselors with access to a telephone and internet connection.

4. Upon parental permission, the Center for Alcohol and Drug Treatment will be provided student schedules in order to meet with students for substance use/chemical dependency services.

5. Obtain parental permission before referring students to the Center for Alcohol and Drug Treatment for substance use/chemical dependency services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 6-16-2022 and will continue through 6-15-2023 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. The Center for Alcohol and Drug Treatment and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations.

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The Center for Alcohol and Drug Treatment and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Parents/Guardians may be referred to the Licensed Alcohol and Drug Counselors by members of the school staff for substance use services for their child or students may self-refer themselves or through his/her parent according to established Center for Alcohol and Drug Treatment procedures using a written referral form. The Center for Alcohol and Drug Treatment staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying need for substance use/chemical dependency services to the Center for Alcohol and Drug Treatment for substance use services.

Data Collection. Duluth Public School District, upon receiving a signed data sharing agreement and/or release of information from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for sharing grades, attendance records, and behavioral violations to the Center for Alcohol and Drug Treatment when requested.

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 the 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, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

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,

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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.

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.

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: Anthony Bonds/Assistant Superintendent, 215 North 1st 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) Center for Alcohol and Drug Treatment, Attn: Tina Silverness/Chief Executive Director, 314 West Superior St. Suite 400, Duluth, MN 55802.

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.

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

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.

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.

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.

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.

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Mutual Consent to Collaboration. Center for Alcohol and Drug Treatment and Duluth Public School District agree to work cooperatively to establish times and locations for substance use/chemical dependency services, determine a schedule, make and review referrals and consistently communicate with one another in order to take the steps needed to implement this Agreement.

Tina Silverness **Date:** 04/28/2022

Signer ID: ZEJ39BYW5

Tina Silverness, Center for Alcohol and Drug Treatment

Cathrun Erickson **Date:** 5/5/22

Cathy Erickson, Executive Director of Business Services, ISD #709

Document ID: 2058b579463a2c37c5655cb2e0c3548800310 6d5f20f69f715c2b81f3ecdf6e1

LUTHER COLLEGE

April 14, 2022

Cathy Erickson
Duluth PSD (MN ISD 709)
215 N 1st Ave E
Duluth, MN 55802

Dear Cathy Erickson:

On behalf of the entire Education Department, I would like to take this opportunity to express our sincere gratitude and thanks to you and your staff. Your support and professional guidance to the Luther College Teacher Education Program is indispensable and greatly appreciated.

Our Memorandum of Understanding for the 2022-2023 academic year is enclosed. Please have the appropriate individual at your school district sign the MOU. **Return a signed copy via email to me at gunderre@luther.edu**. You may want to make a copy of the signed MOU for your records and referral.

If your school district requires any changes or additions to this MOU, please let me know as soon as possible. You can contact me by email at gunderre@luther.edu.

We look forward to working with you during the 2022-2023 school year.

Sincerely,
Renee Gunderson

Renee Gunderson

Administrative Assistant
Luther College Education Department
Koren 101
Phone (563)387-1140 Fax (563)387-1107
gunderre@luther.edu

LUTHER COLLEGE

Memorandum of Understanding
2022 – 2023
Duluth PSD (MN ISD 709)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth PSD (MN ISD 709), ~~215 N 1st Ave E,~~, Duluth, MN ~~55802.~~

PROVISIONS:

1. Luther College and Duluth PSD (MN ISD 709) agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.

2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth PSD (MN ISD 709).

3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth PSD (MN ISD 709), as well as the option of Luther College, should circumstances warrant such an action.

4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.

5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth PSD (MN ISD 709) for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth PSD (MN ISD 709). This background check will include:

- National Sex Offender Registry
- National Criminal Database
- Criminal Search – County
- ID Trace Pro

6. Duluth PSD (MN ISD 709) and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law.

This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - $75
- January Term developing practicum (Methods) - $100
- Student teaching
  - 4 weeks - $100
  - 6-9 weeks - $175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

☐ Please check here if Duluth PSD (MN ISD 709) **requires** cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: Jennifer Larva Title: Director of Secondary Education
Representative, Duluth PSD (MN ISD 709)

Signature: Jennifer Larva Date: 4/26/22
Representative, Duluth PSD (MN ISD 709)

Anthony Ben B 4/27/22

Signature: Barbara Bohach Date: 4/6/2022
Department Chair, Luther College Education Department

Updated 4/6/2022

Catherine Erickson, CFO

Policy Committee Meeting - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 17, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 508 Extended School Year for Certain Students with Individualized Education Plans 2
   - B. 518 DNR-DNI Orders replacing Policy 5160 4
   - C. 535 Service Animals in Schools 6
   - D. 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students 11
3. **POLICIES FOR SECOND READING**
   - A. 419 Tobacco - Free Environment replacing Policy 1140 16
   - B. 801 Equal Access to School Facilities 22
   - C. 802 Disposition of Obsolete Equipment and Material 25
   - D. 807 Health and Safety Policy 28
4. **REGULATIONS - Informational**
   - A. 419R Smudging and Pipe Ceremonies Regulation 32
5. **OTHER**
   - A. Discussion on School Board Work Session policy recommendations.

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 508
Orig. 1995
Rev. 2007

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

[Note: The provisions of this policy substantially reflect statutory and regulatory requirements.]

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR

2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR

3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;

2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and

3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.

2. The student's degree of impairment.

3. The student's rate of progress.

4. The student's behavioral or physical problems.

5. The availability of alternative resources.

6. The student's ability and need to interact with nondisabled peers.

7. The areas of the student's curriculum which need continuous attention.

8. The student's vocational needs.

E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
Minn. Rules Part 3525.0755
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
34 C.F.R. Part 300 (IDEA Regulations)

Cross References:

518 DNR-DNI ORDERS

I. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff and parents or guardians in these situations.

II. GENERAL STATEMENT OF POLICY

A. The primary mission of the school district is education. DNR-DNI orders are medical documents. School district staff will not accept or honor requests to withhold emergency care or DNR-DNI orders. The school district will not convey such orders to emergency medical personnel.

B. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities.

C. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.

D. The parent/guardian will be notified of the emergency as soon as possible.

E. Notwithstanding this school district policy, IEP and Section 504 teams must develop individualized medical emergency care plans for students when appropriate in accordance with state and federal law.

F. Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI orders, shall be advised of and shall be given a copy of this policy.

Legal References: 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act)

Cross References:

5160 DO NOT RESUSCITATE / DO NOT INTUBATE (DNR/DNI)

Do Not Resuscitate/Do Not Intubate orders will not be accepted by the school district nor incorporated into individual educational plans or health plans for students served by the School District.

Public Law 94-142 mandates that a school district provide a free and appropriate education for students with complex needs, including complex health needs. When any student experiences sudden illness or injury, the role of the staff is to render emergency health care to preserve life and prevent disability. In life-threatening emergencies, the emergency medical system (911) will be activated.

If a DNR/DNI request is presented to school staff, the following procedure will be followed:

1. Do not accept the written or verbal request.
2. Inform parent that a meeting with the Director of Special Services may be requested.

Adopted: 09-08-1992 ISD 709
Revised: 06-20-1995 ISD 709

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.

C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and

supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.

H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described in Part V., above, are not met.

2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;

3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References:
Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References:
MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.

3. Eligibility Requirements

a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:

(1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;

(2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;

(3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;

(4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;

(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

b. MTAS participation decisions must not be made on the following factors:

(1) Student's disability category;

(2) Placement;

(3) Participation in a separate, specialized curriculum;

(4) An expectation that the student will receive a low score on the MCA;

(5) Language, social, cultural, or economic differences;

(6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.

2. Eligibility Requirements

a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.

b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.

c. For students in grades that the MTAS is not administered:

(1) the student must have cognitive functioning significantly below age level;

(2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and

(3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.

d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.

e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

3. Alternate ACCESS participation decisions must not be made on the following factors:

a. Student's disability category;

b. Participation in a separate, specialized curriculum;

c. Current level of English language proficiency;

d. The expectation that the student will receive a low score on the ACCESS for ELs;

e. Language, social, cultural, or economic differences;

f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current "Procedures Manual for the Minnesota Assessments" which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and 2020-21 Guidelines for Administration of Accommodations and Linguistic Supports http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm_2020-21.pdf

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References:
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS), https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf
Alternate ACCESS for ELLs Participation Guidelines, https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of

a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

IV. EXCEPTIONS

A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assistwith enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 1140
First Reading: April 26, 2022
Second Reading:

1140 TOBACCO-FREE SCHOOL DISTRICT

Information and Purpose

The School Board has a responsibility to promote a safe and healthy environment for students, staff, and community members. Tobacco use is identified as a major health risk for both the users and the non-users. It is the intention of the School Board to provide school district sites that are tobacco-free and, consistent with the messages of health education programs. The School Board believes this policy decision regarding tobacco accommodates the concerns expressed by parents, students, and community officials.

For the purpose of this policy, the terms "tobacco" and "tobacco related devices" shall have the meanings given them in Section 609.685 of the Minnesota Statutes and, as state statutes, may be amended by legislative action. Tobacco related devices include electronic cigarettes, electronic cigars, electronic pipes, or any other like products. Electronic cigarettes are defined as any electronic smoking device that can be used to deliver nicotine or any other substance to the person inhaling from the device.

Duluth City Code, Chapter 11 Section 9

A. The smoking or use of tobacco or tobacco related devices within the city by any person below the age of eighteen (18) years is hereby prohibited. Any person of such minor age found smoking or using tobacco or tobacco related devices shall be guilty of a misdemeanor;
B. No person under eighteen (18) years of age shall possess any tobacco or tobacco related devices on his or her person.

Policy Statement

Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on School District facilities. School District facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the School District. No one will use tobacco products or tobacco related devices while in or on School District facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on School District facilities..

Exception

(MN Statue 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support.

It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.

Enforcement Procedures

Students (K-12)

Students violating any part of this policy, which includes the city code cited above, will be referred to the School District site administrator or designated staff members. Students who are referred to the administration for violation will experience the following disciplinary procedures:

1. **First Violation:** Mandatory police notification; student conference; parent(s) or guardian(s) notification; tobacco ticket.
2. **Second Violation:** 1 day in-or out-of-school suspension.
3. **Third Violation:** 1 to 3 days out-of-school suspension.

Staff

Staff members who are in violation will experience the following disciplinary procedures:

1. **First Violation:** a verbal warning by the immediate supervisor.
2. **Second Violation:** a referral to the Employee Assistance Program and a written warning placed in the staff member's personnel file.
3. **Third Violation:** will be cause for dismissal.

Other Citizens

Citizens in violation of this policy will experience the following:

1. A verbal request to stop the use of tobacco related products on the School District site.
2. Upon refusal to comply, a report will be made to the School District site supervisor who will issue a second verbal warning.
3. If the second warning is ignored, the site supervisor will direct the citizen to leave the site. Should non-compliance continue, local law enforcement personnel will be called.

School Neighborhoods

It is not the intention of a Tobacco-Free School District Policy to move student tobacco use from the School District site to the immediate neighborhoods; however, School District jurisdiction is limited to the designated School District sites. Should neighbors request assistance, school staff may be dispatched by the site administrator to counsel the students using tobacco in the neighborhood. In addition, local law enforcement personnel may be called to assist.

Adopted: 08-11-1987 ISD 709
Revised: 12-12-1989
07-17-1990
06-20-1995
04-23-2013
12-17-2013 ISD 709

801 EQUAL ACCESS TO SCHOOL FACILITIES

I. PURPOSE

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.

B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.

C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.

D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.

E. In adopting and implementing this equal access policy, the school district will NOT:

1. influence the form or content of any prayer or other religious activity;

2. require any person to participate in prayer or other religious activity;

3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;

4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;

5. sanction meetings that are otherwise unlawful;

6. limit the rights of groups of students based on the size of the group;

7. abridge the constitutional rights of any person.

III. DEFINITIONS

A. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.

B. "Secondary school" means any school with enrollment of pupils ordinarily in grades 7 through 12 or any portion thereof.

C. "Sponsorship" includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.

D. "Meeting" includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.

E. "Noninstructional time" means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

IV. FAIR OPPORTUNITY CRITERIA

Schools in this school district shall uniformly provide that:

A. A meeting held pursuant to this policy is voluntary and student-initiated;

B. There is no sponsorship of the meeting by the school or its agents or employees;

C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;

D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and

E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

V. PROCEDURES

A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 96 hours in advance of the time of the activity or meeting. The student must agree to the following:

1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.

2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.

B. Student groups meeting under this policy must comply with the following rules:

1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.

2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.

3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.

C. Students applying for use of school facilities under this policy must provide the following information to Community Education: time and date of meeting, estimated number of students in attendance, and special equipment needs.

D. Community Education, in partnership with the building principal has responsibility to:

1. Keep a log of application information.

2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.

3. Note the condition of the facilities and equipment before and after use.

4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.

5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.

E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.

F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.

G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.

H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

Legal References:
20 U.S.C. §§ 4071-74 (Equal Access Act)
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)
Board of Educ. of Westside Community Schools v. Mergens, 496 U.S. 226, 1105 S.Ct. 2356 (1990)
Good News Club v. Milford Central School 533 U.S. 98, 1215 S.Ct. 2093 (2001)
Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1, 690 F.3d 996 (8th Cir. 2012)
Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist. 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

Cross References:
MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)
MSBA Service Manual, Chapter 13, School Law Bulletin "O" (Equal Access Act)

First Reading: April 26, 2022
Second Reading:

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.

B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over $175,000

1. If the value of the equipment or materials is estimated to exceed $175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.

2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.

6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From $25,000 to $175,000

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

D. Contracts $25,000 or Less

If the amount of the sale is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one

week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

   a. another school district;

   b. the state department of corrections;

   c. the board of trustees of Minnesota State Colleges and Universities;

   d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or

   e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: April 26, 2022

807 HEALTH AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minn. Stat. § 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minn. Stat § 182.676.

III. PROCEDURES

A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.

C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

IV. PROGRAM AND PLANS

A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:

1. Asbestos
2. Fire and Life Safety
3. Employee Right to Know
4. Emergency Action Planning
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality
7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED
16. Food Safety Inspection
17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.

C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.

D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.

E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.

F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

V. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Legal References: Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)
Minn. Stat. § 182.676 (Safety Committees)
Minn. Rules Part 5208.0010 (Applicability)
Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

First Reading: April 26, 2022

419R SMUDGING AND PIPE CEREMONIES

Statement of Support

Duluth Public Schools is committed to diversity, inclusion, and creating an open and respectful climate for all. The District recognizes plants such as tobacco, kinikinik, sage, sweet grass, and cedar as traditional American Indian medicines and essential elements of purification and sacred ceremony.

(MN Statute 144.4167) It shall not be a violation of policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support.

It shall not be a violation for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.

Purpose

- This regulation allows for students, staff, elders, and cultural teachers who are members of an American Indian Tribe* to conduct individual or group traditional practices including but not limited to: Opening/Closing prayers, Individual or Group Smudging, Feasts, Pipe Ceremonies, Pow Wows, and Drumming/Singing.
- The defined procedures provide direction to the Duluth Public Schools' community for engagement in these traditions respectfully.

Smudging and Pipe Ceremonies Procedure

- Duluth Public Schools is committed to creating an inclusive, open, and respectful climate for our diverse community members and guests.
- There are many types or forms of ceremony: individual, as part of engagement with Indigenous pedagogies in a classroom; and for community engagement.
- Regulation includes the use of tobacco, sage, sweet grass or cedar.
- It is assumed that very small quantities are used for individual offices, workstations, and indoor classrooms

Notification requirements

Individual offices or workstations
An American Indian member of the community may conduct smudging in an individual office of work space without prior approval provided he/she:

- Has Office and Work Space pre-approved through the Facilities Department.
- Works in an enclosed space.
- Posts a notice on the door(s) of offices 24 hours in advance.
- Make sure doors are closed.

- Notifies occupants of neighboring offices and classrooms.
- Ask neighbors if they have allergies.

Classroom Spaces
An American Indian teacher, staff member, member of the community, or other cultural/religious groups who plans to conduct smudging or pipe ceremony in a classroom or meeting room shall:

- Ensure the room is reserved through building during the school day, (exemption for classroom teachers that are assigned to that classroom).
- Inform participants/meeting attendees of the intention to use tobacco, sage, sweet grass, and or cedar in the space.
- Post notices on the door(s).
- Make sure the door(s) is (are) closed.
- Provide notice to neighboring classrooms and other spaces.
- Provide the Building Administrators, Building Engineers, and Manager of Facilities with Five (5) business days' notice.
- Consider scheduling set days and times for this practice.

Pre-approved Event Spaces
To conduct smudging or pipe ceremonies at community events on school property, the event sponsors shall:

- Ensure the room is reserved through the Community Education office.
- Inform participants/meeting attendees of the intention to use tobacco, sage, sweet grass, and or cedar in the space.
- Specify in the event advertising and publicity that the event will include the intention to use tobacco, sage, sweet grass, cedar, or other natural plants.
- The event coordinator will notify the building administrator and building engineer via email/phone at least 24 hours in advance of the event, including the room number and time

Responsibilities of the Building Administrators, Engineers, and Manager of Facilities

- Evaluate the fire and ventilation systems in the requested space.
- Inform relevant staff
- In either case, students/staff who claim physical sensitivities to smoke or scent will be allowed to make alternate arrangements with the teacher for class participation or changes to office/space assignments.

Other Considerations

- Facilities will work with the organizers to ensure alarm issues will not disrupt the event; however, it is possible that some building occupants may smell the smoke or odor from the lighted tobacco, sage, sweet grass, cedar, and other natural plants.
- If there is an alarm during a ceremony people should treat it as an actual fire alarm and take appropriate action.
- Maintenance will clear the issue as soon as possible.

- The event manager will take accountability for the people attending and be responsible for making the decision to wait to return to the building or allow participants to leave and cancel the remainder of the event.
- Maintenance will be responsible for calling the event manager with updates.

Legal References: Minn. Stat.§ 144.4167 Subd. 2. (Traditional Native American ceremonies)

Cross References: MSBA/MASA Model Policy 419 (Tobacco-Free Environment)

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 17, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Regular School Board Meeting - April 26, 2022 3
      2) Special Closed School Board Meeting Re: Property Sale Discussion - April 26, 2022 7
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 8
         b. Other Action Items
            (1) Approval of Individual Contract, Assistant Superintendent of Schools, Anthony Bonds 10
      2) Finance
         a. Financial Report 16
         b. Bids, RFPs and Quotes
            (1) Bid - Purchase of Two New School Buses 17
         c. Contracts, Change Orders, Leases
            (1) Kraus-Anderson Construction Company Sourcewell Project Procurement/Gordian ezIQC (Contract Number MN-IRA-GC02-120518-KRU) for Denfeld high School - Room 1214 Toilet Room Modification for Special Education: REVISED due to a reduced scope of work and overall cost 19
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
         a. Duluth Public Schools Head Start Program, FY22 Cost-of-Living Adjustment (COLA), and Quality Improvement (QI) 38
         Early Childhood/Head Start Coordinator, Sherry WIlliams
      4) Other
         a. Diploma Requests 39
         b. Field Trip Requests 44
         c. Data Sharing Agreements
   C. **Approval of Policy Readings**
      1) First Readings
         a. 508 Extended School Year for Certain Students with Individualized Education Plans 52
         b. 518 DNR-DNI Orders replacing Policy 5160 54
         c. 535 Service Animals in Schools 56

d. 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students 61

2) Second Readings

a. 419 Tobacco - Free Environment replacing Policy 1140 66

b. 801 Equal Access to School Facilities 72

c. 802 Disposition of Obsolete Equipment and Material 75

d. 807 Health and Safety Policy 78

3) Annual Review

D. **Approval of Committee Reports**

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

1) Monthly Committee of the Whole - May 3, 2022

2) Committee of the Whole - Budget - May 12, 2022

3) Policy Committee - May 3, 2022

4) Human Resources/Finance Committee - May 10, 2022

Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55807, on

Tuesday, April 26, 2022

Members Present:	Others Present:
Kelly Durick Eder	John Magas, Superintendent
David Kirby	Cathy Erickson, CFO
Rosie Loeffler-Kemp	Patty Paquette, Secretary
Jill Lofald	
Alanna Oswald	Student Representatives:
Amber Sadowski	Ailee Naus (East)
Paul Sandholm	Sariyah Crawford (Denfeld)

- Chair Lofald called the Regular School Board meeting April 26, 2022 to order at 6:31 p.m.

M-Loeffler-Kemp, S-Eder, to approve the agenda. Upon a vote, the same was approved – unanimously.

School and Community Recognition
April 2022

***

Assistant Superintendent Anthony Bonds presented the School and Community Recognition

Public Comments
April 2022

****

Emily Foyt, spoke to the board regarding special education.

Dani Westholm, spoke to the board regarding Covid leave.

Jodi Timmersman, spoke to the board regarding Covid impact.

Alyssa Thompson, spoke to the board regarding clerical negotiations.

Judith McKeever, spoke to the board regarding paraprofessional contract.

Communications, Petitions, Etc.
April 2022
****

Chair Lofald stated that were no communications received.

Superintendent's Report
April 2022
****

Student Representative Sariyah Crawford (Denfeld) presented her report.

Student Representative Ailee Naus (East) presented her report.

Superintendent Magas presented the Superintendent's Report. Topics included the following:

- Negotiations Update
- Strategic Planning Update
- Superintendent's Evaluation Updates

Administrative Approved Presentations
April 2022
****

Presentation of FY23 Budget Considerations was given by CFO Erickson.

Member Sandholm left at 7:36 pm returned at 7:37 pm

Monthly Committee of the Whole Report
April 2022
****

Anthony Bonds, Assistant Superintendent, presented the Committee of the Whole report which was available electronically to each school board member.

Human Resources/Business Services Committee Report
April 2022
****

Member Durick Eder presented the Human Resources/Finance Committee report which was available electronically to each school board member.

Discussion was had.

Policy Committee Report
April 2022
****

Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

Discussion was had.

Consent Agenda
April 2022
****

M-Eder, S-Kirby – to approve the Consent Agenda as amended. Upon a vote on the consent agenda as amended, the same was approved - unanimously.

Resolutions from Committee Reports
April 2022
****

HR-4-22-3874 Approval of the Paraprofessional Employees Collective Bargaining Agreement

M-Sandholm, S-Sadowski to approve HR-4-22-3874 Approval of the Paraprofessional Employees Collective Bargaining Agreement. Upon a vote, the same was approved – unanimously.

HR-4-22-3881 Approval of the Duluth Federation of Teachers Collective Bargaining Agreement

M-Sadowski, S-Loeffler-Kemp to approve HR-4-22-3881 Approval of the Duluth Federation of Teachers Collective Bargaining Agreement. Upon a vote, the same was approved – unanimously.

B-4-22-3882 Acceptance of Grant Awards to Duluth Public Schools

M-Oswald, S-Sandholm to approve B-4-22-3882 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

B-4-22-3883 Acceptance of Donations to Duluth Public Schools

M-Eder, S-Loeffler-Kemp to approve B-4-22-3882 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

B-4-22-3884 Approve Clarification of Trail Easement on Central on the Hill Property

M-Loeffler-Kemp, S-Sandholm to approve B-4-22-3884 Approval of Clarification of Trail Easement on Central on the Hill Property. Upon a vote, the same was approved – unanimously.

B-4-22-3885 Redistricting School Board Election Districts

M-Kirby, S-Sadowski to approve B-4-22-3885 Approval of Redistricting School Board Election Districts. Upon a vote, the same was approved – unanimously.

Special Resolutions/Other Action Items
April 2022
****

None

Other
April 2022
****

M-Oswald, S-Eder to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Chair Lofald adjourned the Regular School Board Meeting of April 26, 2022 at 8:37 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55807, on

Tuesday, April 26, 2022

Members Present:	Others Present:
Kelly Durick Eder	John Magas, Superintendent
David Kirby	Cathy Erickson, CFO
Rosie Loeffler-Kemp	Patty Paquette, Secretary
Jill Lofald	
Alanna Oswald	
Amber Sadowski	
Paul Sandholm	

- Chair Lofald called the Special School Board meeting of April 26, 2022 to order at 8:45 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session that will allow the School Board to develop or consider offers or counteroffers for the purchase or sale of real or personal. The property that will be discussed is the Central High School/STC site, 800 East Central Entrance, in Duluth, Minnesota. The Open Meeting Law, Minnesota Statute section 13D.05, subdivision 3(c), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property to be sold by the School Board. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting closed.

Recess to Closed Session at 8:46 p.m.

Reconvene to Open Session at 9:50 p.m.

M-Kirby , S-Loeffler-Kemp, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Chair Lofald adjourned the Special School Board Meeting of April 26, 2022 at 9:51 p.m.

HUMAN RESOURCES ACTION ITEMS FOR: MAY 17, 2022

CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
BROADMOORE, AMY R	.4 TEMP ASSIGN MEDIA SPEC/ROCKRIDGE,CHESTER,MERRITT, .1 LESTER PARK, 20/38WKS,(MA)IV 4	4/26/2022	6/10/2022
SHERMOEN, MARIA M	.5 SOCIAL WORKER/DW, (MA), 3, V SUNDELL	4/04/2022	
Total: 2			

CERT LEAVE	POSITION	EFFECTIVE DATES	
HJELLE, REGAN E	MUSIC SPECIALIST/MYERS-WILKINS/LAURA MACARTHUR. .5 LWOP	11/30/2022	6/09/2023
HUBER, MEGAN A	GRADE 2/PIEDMONT	4/14/2022	6/10/2022
NELSON, PAMELA D	MATH/ORDEAN EAST	8/30/2022	6/09/2023
TWARDOWSKI, STEPHANIE A	SPEC ED ASD/EAST	8/30/2022	6/09/2023
Total: 4			

CERT LONG TERM SUB	POSITION	EFFECTIVE DATES	
ENGLUND, MAGGIE J	GRADE 2/PIEDMONT, (BA)III 2, M HUBER	4/25/2022	6/10/2022
HAMUS, ELIZABETH A	OCCUPATIONAL THERAPIST/DW, (MA)IV 6, A RICHARDS	3/08/2022	3/31/2022
Total: 2			

CERT RESIGNATION	POSITION	EFFECTIVE DATES
BAUER, SHAUNA M	SPEC ED/PIEDMONT	6/10/2022
EDMUNDS, JEBEH E	GRADE 5 TEACHER/CONGDON	6/10/2022
SEDERBERG, SUSAN B	SCHOOL NURSE/DW	6/10/2022
ZESTCOTT, AURORA R	SPEC ED RESOURCE/LAURA MACARTHUR	6/10/2022
Total: 4		

CERT RETIREMENT	POSITION	EFFECTIVE DATES
FLEEGE, PATRICIA A	ADULT EDUCATION COORDINATOR/ABE	4/25/2022
HEROLD, DEAN J	MATH/LINCOLN PARK	6/10/2022
HINZMANN, LYNN A	GERMAN/EAST	6/10/2022
HOESCHEN, KEVIN F	ORCHESTRA/ORDEAN EAST	6/10/2022
PEARSON, SANDRA L	GRADE 6/ORDEAN EAST	6/10/2022
SUTHERLAND, CINDY L	GRADE 4/PIEDMONT	6/10/2022
WIPSON, PATRICIA K	MEDIA SPECIALIST/ORDEAN EAST/EAST	6/10/2022
Total: 7		

CERT TEMP DECREASE	POSITION	EFFECTIVE DATES	
GILBERTSON, PAULA K	SPEC ED DEAF, HARD OF HEARING/DW, 1.0 TO .60	3/22/2022	6/10/2022
Total: 1			

CERT TEMP INCREASE	POSITION	EFFECTIVE DATES	
LINDULA, JOHN R	SOCIAL STUDIES/ALC, TOSA/DENFELD, .9 TO 1.0	1/24/2022	6/10/2022
OLSON, ANTHONY J	SPEC ED/ALC, 1/6 OVERLOAD	4/04/2022	6/10/2022
SEITZ, DANIELLE M	OCCUPATIONAL THERAPIST/DW, 1/6 OVERLOAD	3/07/2022	6/07/2022
WIKSTROM, MICHELLE L	OCCUPATIONAL THERAPIST/DW, 1/6 OVERLOAD	3/07/2022	6/07/2022
Total: 4			

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
BIANCHINI, JULIA	SPEC ED PROG PARA/DENFELD, 32.5/38WKS, $16.40/HR, J DUVALL	4/11/2022	
BOVARD, KAYLEE K	HEALTH ASSIST LPN PARA/ORDEAN EAST, 31.25/38WKS, $20.45/HR, B PRICE,TEMP POS	4/25/2022	
DAVIS, ELSIE V	SPEC ED PROG PARA/DW, 18/38WKS, $16.40/HR	5/02/2022	6/10/2022
JOHNSON, CHRISTINE M	SUPV PARA/LINCOLN PARK, 35/38WKS, $15.48/HR, G CLEMENTS	4/25/2022	
JORGENSON, AUTUMN L	ECSE PARA/STOWE, 31.25/38WKS, $16.40/HR	4/25/2022	
LARVA, MAIJALIISA J	PRE-SCHOOL PARA/DW, 39/38WKS, $16.40/HR, S BOCK	3/30/2022	
OLSON, HAYLEY C	OJIBWE IMMERSION PARA/LOWELL, 40/38WKS, $17.48/HR, L WINTER	3/31/2022	
PETERS, JULIANNE E	OSSX/PAYROLL/UHG, 40/52WKS, $21.08/HR, P PAQUETTE	4/13/2022	
QIU, WENLING	SUPV PARA/LINCOLN PARK, 35/38WKS, $15.48/HR, L LIVESAY	4/25/2022	
TVEDT, KATRINA L	PRE-SCHOOL PARA FLOATER/DW, 39/38WKS, $16.40/HR, L BJORSEN	4/11/2022	
Total: 10			

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
GUZZO, SHANNON M	SPEC ED PARA/DENFELD, DATE TBD	3/16/2022	
JUSCZAK, TAWNYA L	SUPV PARA/EAST	3/14/2022	6/10/2022
ONNEN, JACQUELINE A	SPEC ED PARA/HOMECROFT	3/28/2022	3/31/2022
WIEMANN, BARBARA J	NUTR SVCS ASST/EAST	3/31/2022	4/04/2022
Total: 4			

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
BLACK, JENNIFER L	OSSX/PAYROLL/FINANCE/UHG	4/15/2022
DUVALL, JACQUELINE E	SPEC ED PARA/EAST	4/19/2022
GREENSMITH, JEFFERY P	PRE-SCHOOL PARA/LOWELL	4/15/2022
HAMSMITH, KAYLEE E	SCHOOL CUSTODIAN I/ORDEAN EAST, PRESUMED	3/29/2022
HARRIS, JES WA E	MENTAL HEALTH PRACTITIONER PARA/DENFELD	5/06/2022
KHALAR, ASHLEY R	SPEC ED PARA/EAST	4/27/2022
O'BRIEN, AMY J	OSSX/PAYROLL/FINANCE/UHG	3/25/2022
POHLMANN, STEFANI K	SPEC ED PARA/EAST	5/06/2022
POWELL, ANYA SF	CAREER CENTER COORDINATOR/EAST	6/09/2022
SOLBERG, HAILEY M	NUTR SVCS ASST SUB/DW	3/29/2022
Total: 10		

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
ARCHAMBEAU-BRIDGE, SUSAN G	OSSS/LINCOLN PARK	7/31/2022
PRIVETT, WENDY J	ELEM SAT MGR/LOWELL	4/22/2022
Total: 2		

EMPLOYMENT AGREEMENT

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

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

I. Employment: The School District hereby employs, engages and hires Employee as Assistant Superintendent of Schools for ISD 709. Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.

The Employee shall furnish throughout the life of this contract a valid and appropriate Superintendent license.

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

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

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

A. Duration. This Contract is for a term of three (3) years commencing July 1, 2022, and ending June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.

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

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

be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

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

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

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

IV. Duty Year and Leaves:

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

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

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

C. Holidays. The Employee shall be entitled to ten (10) paid holidays each Contract year as designated by the School District.

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Convention Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day
- Christmas Day

D. Sick, Family & Personal Leave.

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

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

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

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

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

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

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

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

I. Jury Duty:

1. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.

2. The Employee will receive their regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

J. Personal Leave: The Employee shall be entitled to three (3) personal leave days per year, the second and third of which will be charged against accumulated sick leave.

K. School-Related Injuries: An Employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.

V. Insurance:

A. Health & Hospitalization. The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution in the sum of $5,000 for each of the 2022-2025 Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

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

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

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

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

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

VI. Other Benefits:

A. Tax-Sheltered Annuities. The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

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

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

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

VII. Compensation:

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

Salary		
2022-2023	2023-2024	2024-2025
$148,500	$151,470	$154,499

VIII. Other Provisions:

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

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

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

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

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

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

IX. **Severability:**

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

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

IN WITNESS WHEREOF, I have subscribed my signature this 17th day of May, 2022.

Anthony Bonds

IN WITNESS WHEREOF, I have subscribed my signature this 17th day of May, 2022.

Chair of the Board

Clerk of the Board

ISD 709 Duluth Public Schools

HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022

10-May-22 5/5/2022

REVENUES	21-22 CURRENT YEAR REVIS	ADOPTED BUDGET	REVISED BUDGET	21-22 RECEIVED TO YEAR TO DATE	21-22 RECEIPTS ENCUMBERED	21-22 BUDGET BALANCE
	FUND	July - June 2022	July -June 2022	July -June 2022	July -June 2022	July- June 2022
General	1	$ 101,087,520.51	$ 113,154,390.08	$ 76,031,696.31		$ 37,122,693.77
Food Service	2	$ 3,945,850.00	$ 3,945,850.00	$ 3,627,137.08		$ 318,712.92
Transportation	3	$ 6,504,716.31	$ 6,529,716.31	$ 3,051,525.70		$ 3,478,190.61
Community Ed	4	$ 7,830,758.86	$ 8,175,808.40	$ 5,142,006.91		$ 3,033,801.49
Operating Captial	5	$ 7,387,117.02	$ 7,387,117.02	$ 3,852,784.61	$ -	$ 3,534,332.41
Building Construction	6		$ 31,497,610.17	$ 31,497,610.17		$ -
Debt Service Fund	7	$ 22,660,833.56	$ 22,660,833.56	$ 2,303,689.48		$ 20,357,144.08
Trust Fund	8	$ 251,075.00	$ 251,075.00			$ 251,075.00
Dental Insurance Fund	20	$ 817,000.00	$ 817,000.00	$ 695,095.69	$ 22.74	$ 121,927.05
Student Acitivity Co-Curric	71		$ -	$ -		$ -
Student Acitivity	79		$ 130,805.54	$ 130,805.54		$ -
	98	$ -	$ -	$ -		$ -
	99	$ -	$ -	$ -		$ -
REVENUE	**TOTALS:**	**$ 150,484,871.26**	**$ 194,550,206.08**	**$ 126,332,351.49**	**$ - $ 22.74 $ -**	**$ 68,217,877.33**

EXPENSES	21-22 CURRENT YEAR REVIS	ADOPTED BUDGET	REVISED BUDGET	21-22 EXPENSES TO YEAR TO DATE	21-22 EXPENSES ENCUMBERED	21-22 BUDGET BALANCE
	FUND	July -June	July -June	July - June	July -June	July-June
General	1	$ 100,806,716.16	$ 112,827,360.63	$ 79,253,907.28	$ 344,689.92	$ 33,228,763.43
Food Service	2	$ 4,243,339.99	$ 4,243,339.99	$ 3,080,768.66	$ 390,553.28	$ 772,018.05
Transportation	3	$ 6,110,465.19	$ 6,135,465.19	$ 5,828,214.47	$ 77,346.13	$ 229,904.59
Community Ed	4	$ 8,233,997.45	$ 8,610,508.98	$ 5,373,368.57	$ 84,420.29	$ 3,152,720.12
Operating Captial	5	$ 8,055,997.62	$ 8,055,997.62	$ 5,493,097.81	$ 165,114.86	$ 2,397,784.95
	6	$ -	$ 4,589,066.84	$ 4,427,755.87	$ 161,310.97	$ (0.00)
Debt Service Fund	7	$ 23,166,651.00	$ 23,166,651.00	$ 25,058,327.81		$ (1,891,676.81)
Trust Fund	8	$ 250,000.00	$ 250,000.00			$ 250,000.00
Dental Insurance Fund	20	$ 817,000.00	$ 817,000.00	$ 534,544.95		$ 282,455.05
Student Acitivity Co-Curric	71					$ -
Student Acitivity	79		$ 41,125.11	$ 40,330.94	$ 794.17	$ (0.00)
	98					$ -
	99					
EXPENSE	**TOTALS**	**$ 151,684,167.41**	**$ 168,736,515.36**	**$ 129,090,316.36**	**$ - $ 1,224,229.62 $ -**	**$ 38,421,969.38**

Esser 11 Expenses

Fin 155 Expenses $ 5,593,442.94

Fund 06 Expenses

debt serv payment/prof serv course 000/000	$ 1,293,412.60
admin owner pymnt course 800	$ 113,932.59
admin design serv course 801	$ 695,620.65
admin constru mngmt course 802	$ 353,845.66
admin commissions course 803	$ 19,202.18
interior surf constr costs course 804	$ 2,048,873.30
admin site services 805	$ 63,492.26
long term lease 806	$ 687.50
	$ 4,589,066.74

Fund 01 Ex Curr Student Activity

Prog 298	Revenue	$ 247,253.12
Prog 298	Expenses	$ 217,262.15

HOGLUND BUS COMPANY
Your Fleet Solutions Partner

Main: 763.295.5119
Toll Free: 800.866.3105
Fax: 763.295.4992

116 E. Oakwood Drive
PO Box 249
Monticello, MN 55362
www.hoglundbus.com

Stock #: 28428, 28427 Date: 4/7/2022 Salesperson: Randy Johnson

Buyer Name: (Last) _____ (First) _____ (Middle) _____

Company Name: Duluth Public Schools ISD #709

Address: 215 N 1st Ave East City: Duluth State: MN County: St Louis Zip: 55802

Phone: 218-336-8970 Fax: 218-336-8773 Buyer DOB: _____ Co-Buyer DOB: _____

Cell Phone: _____ E-Mail Address: _____

Lienholder: None Address: _____

Please enter my order for: [x] NEW [ ] USED [ ] DEMO Buyers Insurance Co.: Indiana Insur Co

Buyers policy number: BA8330334 EXP Date: 7-1-21

Year	Make	Model	Body	Transmission	Color	Interior
2023	IC	CE	Conv	Auto	Y	W

Vin#:	Lic.#/Plate Type	GVW	Capacity	Mileage	Delivered on/about
TBD	TE	29800	68+		spring 2023

DOT#:

Delivery Address: 3200 W Superior St, Duluth 55806

TRADE-IN DATA

Year	Make	Model	Body Style

Vin #: NONE

Lic. Plate #: Lic. State: Exp.

Mileage Now: Transmission:

Does your trade-in have a branded title or Insurance Salvage History? [ ] YES [ ] NO

Is the pollution control equipment on your trade-in intact and in operating condition? [ ] YES [ ] NO

Dealer's Disclaimer of Warranty

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply

Cash Price of Vehicle				
Freight				
State Bid Contract Sale				
28427- 2023 IC CE - 68+ lift bus per specs			$100,719	00
28428- 2023 IC CE 68+ lift bus per specs			$100,719	00
Tax, Title & License are subject to change				
TE Plates 8/19 - 2/20		TOTAL	$201,438	00
Registration Tax	20 00	Less Trade-In/Allowance (-)	00	
Plate Fee	31 00	Trade Difference	$201,438	00
Public Safety Vehicle Fee	7 00			
Transfer Tax	20 00			
Title/Transfer Fee	16 50	Motor Vehicle Sales Tax	$13,093	47
State/Deputy Filing Fee	22 00	Service Contract		
Lien Recording Fee	00	Document/Admin Fees	200	00
TIV tax	44 50	Handicap Options	$19,292	00
TOTAL LICENSE AND FEES →			161	00
		SUBTOTAL	$234,184	47
		Less Amount Submitted With Order (-)		
		Plus Balance Owing To Lienholder On Trade In (+)		
		TOTAL AMOUNT DUE ON DELIVERY	$234,184	47

The front and back of this **CONTRACT** comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted: _____ X _____

Buyer's Signature Accepting Terms of Contract

CAL Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

1. **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment for the VEHICLE.
2. **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the Manufacturer, I agree to deliver the VEHICLE to YOU.
3. **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges to ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (See Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
4. **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.
   When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
5. **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME when YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
6. **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
7. **Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
8. **Taxes:** The price of the VEHICLE does not include federal or state taxes or any other tax or governmental fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.
9. **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
10. **New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLES's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
11. **Use VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see Paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality of performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.
12. **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
13. **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale. (La información que aparece en la ventanilla de este vehículo forma es parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.)

Memorandum

To: **Ms. Jill Lofald**
School Board Chair

Ms. Cathy Erickson
CFO/Executive Director of Business Services

From: **David J. Spooner**
Manager of Facilities

Date: **May 4, 2022**

Re: **Kraus-Anderson Construction Company Sourcewell Project Procurement/Gordian ezIQC (Contract Number MN-IRA-GC02-120518-KRU) for Denfeld High School - Room 1214 Toilet Room Modification for Special Education - REVISED due to reduced work scope - Work Order #102738.00.**

Attached is a Proposal from Kraus-Anderson Construction Company to perform work as defined to reconfigure two rooms and construct such into an accessible toilet and shower room. This bathroom construction is required to create an appropriate bathroom as related to the program needs.

These construction services are procured through Gordian ezIQC, Sourcewell contract number **MN-IRA-GC02-120518-KRU**.

The contract for this work, as defined in the attached Kraus-Anderson proposal, will be for a Lump Sum amount not to exceed ~~**$224,000.00**~~ **$164,837.72.00.**

Recommendation:

I am recommending the School Board approve this revised proposal at the regular School Board Meeting on May 17, 2022 (original approval date June 15, 2021), and for Ms. Jill Lofald, School Board Chair, to be authorized to sign and enter into an agreement on behalf of the School Board with Kraus-Anderson Construction Company when the appropriate AIA contract documents are received.

BUDGET CODE: 01 E 005 420 740 520 000

DocuSign Envelope ID: 9945474B-9DCB-4765-A47C-07E4492AFA9B

GORDIAN®

Work Order Signature Document

Sourcewell EZIQC Contract No.: MN-IRA-GC02-120518-KRU

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number: 102738.00 Work Order Date: 05/03/2022

Owner PO No:

Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

Owner Name:	Duluth Public Schools	Contractor Name:	Kraus-Anderson Construction Company
Contact:	David Spooner	Contact:	Dustin Wick
Phone:	218-336-8700	Phone:	218-722-3775

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN-IRA-GC02-120518-KRU.

Brief Work Order Description:

Bathroom Remodel

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Duration

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $164,837.72

Owner Purchase Order Number:

Approvals

Owner Date

DocuSigned by: Dan Markham 38DF18733C424D0... 5/4/2022

Contractor Date

DocuSigned by: David Spooner 1AFAF2483495423... 5/4/2022

ISD 709 - Facilities Manager - Dave Spooner Date

DocuSigned by: Jackie Ward DD8E4124EA044DF... 5/4/2022

ISD 709 - Program Manager - Jackie Ward Date

ISD 709 Budget Code: 01 E 005 420 740 520 000

DocuSign Envelope ID: 9945474B-9DCB-4765-A47C-07E4492AFA9B

Detailed Scope of Work

To: Dustin Wick
Kraus-Anderson Duluth
No Data Input
No Data Input,
218-722-3775

From: David Spooner
Duluth Public Schools
215 N. 1st Ave E
Duluth, MN 55802
218-336-8700

Date Printed: May 03, 2022

Work Order Number: 102738.00

Owner PO No:

Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

Brief Scope: Bathroom Remodel

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Demolition, Casework, Drywall, ceilings, Flooring, specialties, Mechanical, Electrical, and all Fixtures associated with current drawings.

DocuSigned by:
Dan Markham
38DF18733C124B0...

Contractor — Date: 5/4/2022

Owner — Date:

DocuSign Envelope ID: 9945474B-9DCB-4765-A47C-07E4492AFA9B

Contractor's Price Proposal - Summary

Date: May 03, 2022

Re:

IQC Master Contract #:	MN-IRA-GC02-120518-KRU
Work Order #:	102738.00
Owner PO #:	
Title:	Duluth Public Schools Denfeld Bathroom Remodel 2022
Contractor:	Kraus-Anderson Construction Company
Proposal Value:	$164,837.72

01 General	**$6,633.79**
01 General Conditions	**$64,279.95**
02 Demolition	**$12,570.70**
06A Rough Carpentry	**$189.71**
07B Insulation	**$1,134.60**
07J Joint Sealants	**$185.00**
08 Doors Frames & Hardware	**$3,542.73**
09A Drywall & Plaster	**$9,722.89**
09B Tile	**$16,040.05**
09C Acoustic Ceiling	**$652.78**
09K Painting	**$2,630.16**
10A Specialties	**$2,108.83**
12C Casework & Countertops	**$4,660.60**
21A Fire Suppression	**$2,896.23**
22A Plumbing	**$21,652.80**
23A HVAC	**$3,123.61**
26A Electrical	**$12,813.29**
Proposal Total	**$164,837.72**

The Percentage of NPP on this Proposal: **%**

DocuSign Envelope ID: 9945474B-9DCB-4765-A47C-07E4492AFA9B

Contractor's Price Proposal - Detail

Date: May 03, 2022

Re:
IQC Master Contract #: MN-IRA-GC02-120518-KRU
Work Order #: 102738.00
Owner PO #:
Title: Duluth Public Schools Denfeld Bathroom Remodel 2022
Contractor: Kraus-Anderson Construction Company
Proposal Value: $164,837.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X**			
01 General						
1	01 22 23	00 0277		MO	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	$6,633.79
X				Installation	Quantity 1.00 x Unit Price 4,385.11 x Factor 1.5128 = Total 6,633.79	
					Machine only, no operator	
Subtotal for 01 General						**$6,633.79**
	Sect.	**Item**	**Modifer**	**UOM**	**Description**	**Line Total**
Labor	**Equip.**	**Material**	**(Excluded if marked with an X**			
01 General Conditions						
2	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$2,904.00
				Installation	Quantity 2,640.00 x Unit Price 1.00 x Factor 1.1000 = Total 2,904.00	
					Performance & Payment Bonding	
3	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$3,238.40
				Installation	Quantity 2,944.00 x Unit Price 1.00 x Factor 1.1000 = Total 3,238.40	
					Permit	
4	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$209.00
				Installation	Quantity 190.00 x Unit Price 1.00 x Factor 1.1000 = Total 209.00	
					HVAC Permit	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

01 General Conditions

5	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$1,089.00

	Quantity		Unit Price		Factor	=	Total
Installation	990.00	x	1.00	x	1.1000	=	1,089.00

Plumbing Permit

6	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$631.40

	Quantity		Unit Price		Factor	=	Total
Installation	574.00	x	1.00	x	1.1000	=	631.40

Electrical Permit

7	01 22 23	00 0150	MO	Up To 2,000 CFM Portable Negative Air Machine With Pre-Filter And HEPA Filter	$4,008.77

	Quantity		Unit Price		Factor	=	Total
Installation	2.00	x	1,324.95	x	1.5128	=	4,008.77

Remodeling in Active School - Can

8	01 22 23	00 0151	EA	Replacement HEPA Filter, 99.99% Efficient @ 0.3 Micron For Negative Air MachineRequired if over 800 hours operation.	$1,316.92

	Quantity		Unit Price		Factor	=	Total
Installation	4.00	x	217.63	x	1.5128	=	1,316.92

Remodeling in Active School - Can

9	01 22 23	00 0152	LF	Discharge Flexible Duct For Negative Air Machine	$158.84

	Quantity		Unit Price		Factor	=	Total
Installation	100.00	x	1.05	x	1.5128	=	158.84

Remodeling in Active School - Can

10	01 22 23	00 0277	MO	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	$24,406.68

	Quantity		Unit Price		Factor	=	Total
Installation	1.00	x	16,133.45	x	1.5128	=	24,406.68

Specific to Demo - Removal of Debris from Entrance Cart to Dumpster. Entrance location Inaccessible to Dumpster

11	01 22 23	00 0809	WK	Torch Burning Package With Full Time OperatorIncludes torch set , regulator, hoses, oxygen tank and acetylene tank.	$4,927.84

	Quantity		Unit Price		Factor	=	Total
Installation	1.00	x	3,257.43	x	1.5128	=	4,927.84

Acetylene Torch required for soldering piping

12	01 56 16	00 0002	SF	6 Mil, Plastic Sheeting, Applied To Floors	$307.58

	Quantity		Unit Price		Factor	=	Total
Installation	884.00	x	0.23	x	1.5128	=	307.58

Demo protection outside masonite areas

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

01 General Conditions

13	01 56 16	00 0076		SF	Masonite For Temporary Floor Protection	$1,853.72
				Installation	Quantity 1,156.00 x Unit Price 1.06 x Factor 1.5128 = Total 1,853.72	
					Specific to Demolition of materials over existing floors that need protection.	
14	01 56 26	00 0007		LF	Temporary 10' High Chain Link Fence And Posts, Up To 6 Months	$7,598.04
				Installation	Quantity 350.00 x Unit Price 14.35 x Factor 1.5128 = Total 7,598.04	
					Protection from school children during demolition to and from dumpsters and staging area	
15	01 56 26	00 0052		EA	24' Wide, 10' High, Temporary Chain Link Fence Gate, Up To 6 Months	$1,871.64
				Installation	Quantity 2.00 x Unit Price 618.60 x Factor 1.5128 = Total 1,871.64	
					Protection from school children during demolition to and from dumpsters and staging area	
16	01 66 19	00 0005		CY	Transfer Delivered Materials Distances Greater Than 125', Per CY Of Material Per 125'	$502.25
				Installation	Quantity 80.00 x Unit Price 4.15 x Factor 1.5128 = Total 502.25	
17	01 71 13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	$1,644.47
				Installation	Quantity 2.00 x Unit Price 543.52 x Factor 1.5128 = Total 1,644.47	
					Skid Steer to Demo	
18	01 74 13	00 0002		CSF	Clean Miscellaneous Surfaces, Wipe Down With Mild Detergent	$501.87
				Installation	Quantity 25.00 x Unit Price 13.27 x Factor 1.5128 = Total 501.87	
					Cleaning outside of work space	
19	01 74 19	00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$2,535.45
				Installation	Quantity 4.00 x Unit Price 419.00 x Factor 1.5128 = Total 2,535.45	
					Specific to demolition debris	
20	01 74 19	00 0029		CY	Traditional Building Construction Materials Landfill Dump Fee	$2,082.82
				Installation	Quantity 80.00 x Unit Price 17.21 x Factor 1.5128 = Total 2,082.82	
21	01 74 23	00 0005		EA	Clean Commercial Plumbing Fixture	$127.38
				Installation	Quantity 5.00 x Unit Price 16.84 x Factor 1.5128 = Total 127.38	
					Cleaning outside of work space	
22	01 74 23	00 0009		EA	Clean Commercial Light Fixture	$109.65
				Installation	Quantity 4.00 x Unit Price 18.12 x Factor 1.5128 = Total 109.65	
					Cleaning outside of work space	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

01 General Conditions

23	01 74 23	00 0010		SF	Clean Mirror									$2.57
				Installation		Quantity 10.00	x	Unit Price 0.17	x	Factor 1.5128	=	Total 2.57		
					Cleaning outside of work space									
24	01 74 23	00 0013		EA	Clean Cabinets									$254.76
				Installation		Quantity 8.00	x	Unit Price 21.05	x	Factor 1.5128	=	Total 254.76		
					Cleaning outside of work space									
25	02 90 50	00 0035		SF	Carpet, Light Clean									$1,089.22
				Installation		Quantity 2,000.00	x	Unit Price 0.36	x	Factor 1.5128	=	Total 1,089.22		
					Cleaning outside of work space									
26	02 90 50	00 0037		SF	Suspended Ceiling, Tile And Grid, Light Clean									$907.68
				Installation		Quantity 2,000.00	x	Unit Price 0.30	x	Factor 1.5128	=	Total 907.68		
					Cleaning outside of work space									

Subtotal for 01 General Conditions **$64,279.95**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

02 Demolition

27	01 56 16	00 0065		SF	5/8" BC Plywood Wall Sheathing On Both Sides, Temporary Wood Stud Wall, 16" On Center									$9,984.48
				Installation		Quantity 1,200.00	x	Unit Price 5.50	x	Factor 1.5128	=	Total 9,984.48		
					Temporary Barricades to Separate Construction Area from Students									
28	02 41 19	13 0029		EA	Drill 2" Diameter Core In Up To 4" Concrete									$406.28
				Installation		Quantity 8.00	x	Unit Price 33.57	x	Factor 1.5128	=	Total 406.28		
29	02 41 19	16 0008		SF	Removal Of Resilient/Linoleum Flooring And Salvage									$88.95
				Installation		Quantity 120.00	x	Unit Price 0.49	x	Factor 1.5128	=	Total 88.95		
30	02 41 19	16 0016		SF	Demolish Drywall Ceiling									$105.29
				Installation		Quantity 120.00	x	Unit Price 0.58	x	Factor 1.5128	=	Total 105.29		
31	02 41 19	16 0018		SF	Demolish Suspended Plastered Ceiling And Suspension System									$155.82
				Installation		Quantity 100.00	x	Unit Price 1.03	x	Factor 1.5128	=	Total 155.82		
32	02 41 19	16 0053		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides									$1,829.88
				Installation		Quantity 540.00	x	Unit Price 2.24	x	Factor 1.5128	=	Total 1,829.88		

Subtotal for 02 Demolition **$12,570.70**

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

06A Rough Carpentry

33	06	11	16	00 0140		LF	2" x 4" Pressure Treated Wood Blocking To Steel							$189.71
						Installation	Quantity 30.00	x	Unit Price 4.18	x	Factor 1.5128	=	Total 189.71	

Subtotal for 06A Rough Carpentry **$189.71**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

07B Insulation

34	07	21	16	00 0005		SF	3-1/2" Thick, Kraft Faced, R-15 Fiberglass Flexible Insulation							$1,134.60
						Installation	Quantity 750.00	x	Unit Price 1.00	x	Factor 1.5128	=	Total 1,134.60	

Subtotal for 07B Insulation **$1,134.60**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

07J Joint Sealants

35	07	92	13	00 0003		CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking							$185.00
						Installation	Quantity 0.50	x	Unit Price 244.58	x	Factor 1.5128	=	Total 185.00	

Subtotal for 07J Joint Sealants **$185.00**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

08 Doors Frames & Hardware

36	08	12	13	13 0011		EA	4' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame							$926.56
						Installation	Quantity 2.00	x	Unit Price 306.24	x	Factor 1.5128	=	Total 926.56	
37	08	12	13	13 0011	0074	MOD	For Welded Frames, Add							$180.02
						Installation	Quantity 2.00	x	Unit Price 59.50	x	Factor 1.5128	=	Total 180.02	
38	08	14	16	00 0178		EA	3'-8" x 7' x 1-3/4" Thick, 5 Ply, Hollow Core (HC), Oak Faced Wood Door							$1,106.79
						Installation	Quantity 2.00	x	Unit Price 365.81	x	Factor 1.5128	=	Total 1,106.79	
39	08	71	23	00 0033		PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Plain Bearing, Wrought Steel Hinge							$267.10
						Installation	Quantity 4.00	x	Unit Price 44.14	x	Factor 1.5128	=	Total 267.10	
40	08	71	23	00 0788		EA	8" x 32", 0.050" Thick, Satin Aluminum Finish, Aluminum Kick Plate							$117.97
						Installation	Quantity 2.00	x	Unit Price 38.99	x	Factor 1.5128	=	Total 117.97	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

08 Doors Frames & Hardware

41	08 71 23	00 2243		EA	Surface Mounted High Security Door Closer, Metal Cover (LCN 4510)								$944.29
				Installation		Quantity 2.00	x	Unit Price 312.10	x	Factor 1.5128	=	Total 944.29	

Subtotal for 08 Doors Frames & Hardware **$3,542.73**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

09A Drywall & Plaster

42	09 22 16	13 0004		SF	3-5/8" Width, 16" On Center, 25 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners								$3,154.26
				Installation		Quantity 935.00	x	Unit Price 2.23	x	Factor 1.5128	=	Total 3,154.26	
43	09 22 16	13 0004	0005	MOD	For Horizontal Installation Up To 10' High, Add								$117.54
				Installation		Quantity 185.00	x	Unit Price 0.42	x	Factor 1.5128	=	Total 117.54	
44	09 22 16	13 0049		LF	12" Wide, 14 Gauge Galvanized Steel Backing Plate								$260.96
				Installation		Quantity 30.00	x	Unit Price 5.75	x	Factor 1.5128	=	Total 260.96	
45	09 22 36	23 0027		SF	4.0 LB/SY, Installed On Ceiling, 3/8" High Rib Metal Lath								$828.77
				Installation		Quantity 256.00	x	Unit Price 2.14	x	Factor 1.5128	=	Total 828.77	
46	09 24 23	00 0004		SF	Two Coat Troweled Stucco, Scratch/FinishExcludes lath and felt. Interior or exterior, one side.								$1,475.52
				Installation		Quantity 256.00	x	Unit Price 3.81	x	Factor 1.5128	=	Total 1,475.52	
47	09 24 23	00 0004	0037	MOD	For >100 To 500, Add								$309.82
				Installation		Quantity 256.00	x	Unit Price 0.80	x	Factor 1.5128	=	Total 309.82	
48	09 29 00	00 0006		SF	5/8" Gypsum Board								$2,156.65
				Installation		Quantity 1,440.00	x	Unit Price 0.99	x	Factor 1.5128	=	Total 2,156.65	
49	09 29 00	00 0025		SF	5/8" Moisture Resistant Gypsum Board								$460.86
				Installation		Quantity 256.00	x	Unit Price 1.19	x	Factor 1.5128	=	Total 460.86	
50	09 29 00	00 0056		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board								$958.51
				Installation		Quantity 1,440.00	x	Unit Price 0.44	x	Factor 1.5128	=	Total 958.51	

Subtotal for 09A Drywall & Plaster **$9,722.89**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

09B Tile

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
09B Tile						
51	09 30 13	00 0002		SF	Less Than 8" x 8" Mounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	$474.26
				Installation	Quantity 30.00 x Unit Price 10.45 x Factor 1.5128 = Total 474.26	
52	09 30 13	00 0002	0065	MOD	For Up To 50, Add	$269.58
				Installation	Quantity 30.00 x Unit Price 5.94 x Factor 1.5128 = Total 269.58	
53	09 30 13	00 0002	0068	MOD	For Epoxy Grout, Add	$49.01
				Installation	Quantity 30.00 x Unit Price 1.08 x Factor 1.5128 = Total 49.01	
54	09 30 13	00 0005		SF	Less than 8" x 8" Mounted Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	$8,349.60
				Installation	Quantity 485.00 x Unit Price 11.38 x Factor 1.5128 = Total 8,349.60	
55	09 30 13	00 0005	0073	MOD	For Epoxy Grout, Add	$895.12
				Installation	Quantity 485.00 x Unit Price 1.22 x Factor 1.5128 = Total 895.12	
56	09 30 13	00 0010		LF	4-1/4" To 4-1/2" High Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim	$728.04
				Installation	Quantity 35.00 x Unit Price 13.75 x Factor 1.5128 = Total 728.04	
57	09 32 00	00 0002		SF	1-1/4" Minimum Thickness Portland Cement Mortar Setting BedFor commercial floors. Includes 15# felt and wire reinforcement.	$171.32
				Installation	Quantity 25.00 x Unit Price 4.53 x Factor 1.5128 = Total 171.32	
58	09 32 00	00 0002	0058	MOD	For Up To 50, Add	$126.70
				Installation	Quantity 25.00 x Unit Price 3.35 x Factor 1.5128 = Total 126.70	
59	09 34 00	00 0022		SF	5/16" Thick, High-Density Polyethylene Membrane With Grid Structure And Underside Anchoring Fleece, Waterproofing, Uncoupling And Vapor Management Membrane (Schluter® DITRA-XL)	$698.16
				Installation	Quantity 130.00 x Unit Price 3.55 x Factor 1.5128 = Total 698.16	
60	09 39 00	00 0007		LF	3/8" Height, Aluminum Edge Protection Trim For Tile (Schluter® SCHIENE)	$681.12
				Installation	Quantity 168.00 x Unit Price 2.68 x Factor 1.5128 = Total 681.12	
61	09 67 29	00 0004		SF	Epoxy Flooring Trowel Applied Mortar Compound, 1/4" Heavy Duty (6,000 - 7,500 PSI)	$3,006.24
				Installation	Quantity 180.00 x Unit Price 11.04 x Factor 1.5128 = Total 3,006.24	
62	09 67 29	00 0004	0174	MOD	For Up To 500, Add	$590.90
				Installation	Quantity 180.00 x Unit Price 2.17 x Factor 1.5128 = Total 590.90	
Subtotal for 09B Tile						**$16,040.05**

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Contractor's Price Proposal - Detail Continues..

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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

09C Acoustic Ceiling

63	09 53 23	00 0005		SF	2' x 4' Grid, 15/16" T Bar Ceiling Suspension System								$397.11
				Installation		Quantity 150.00	x	Unit Price 1.75	x	Factor 1.5128	=	Total 397.11	
64	09 53 23	00 0005	0135	MOD	For >50 To 200, Add								$93.04
				Installation		Quantity 150.00	x	Unit Price 0.41	x	Factor 1.5128	=	Total 93.04	
65	09 65 19	19 0004		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Rave®)								$162.63
				Installation		Quantity 50.00	x	Unit Price 2.15	x	Factor 1.5128	=	Total 162.63	

Subtotal for 09C Acoustic Ceiling **$652.78**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

09K Painting

66	09 91 23	00 0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work								$2,156.65
				Installation		Quantity 1,440.00	x	Unit Price 0.99	x	Factor 1.5128	=	Total 2,156.65	
67	09 91 23	00 0153		SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work								$272.61
				Installation		Quantity 170.00	x	Unit Price 1.06	x	Factor 1.5128	=	Total 272.61	
68	09 91 23	00 0241		LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work								$200.90
				Installation		Quantity 80.00	x	Unit Price 1.66	x	Factor 1.5128	=	Total 200.90	

Subtotal for 09K Painting **$2,630.16**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

10A Specialties

69	10 28 13	13 0009		EA	Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick B-263)								$170.64
				Installation		Quantity 1.00	x	Unit Price 112.80	x	Factor 1.5128	=	Total 170.64	
70	10 28 13	13 0027		EA	Two Roll, Surface Mounted, Acrylonitrile Butadiene Styrene (ABS) Plastic Toilet Tissue Dispenser (Bobrick B-5288)								$73.28
				Installation		Quantity 1.00	x	Unit Price 48.44	x	Factor 1.5128	=	Total 73.28	
71	10 28 13	13 0055		EA	24 Fluid Ounce, Surface Mounted, Translucent Polyethylene Soap Dispenser (Bobrick B-156)								$57.49
				Installation		Quantity 1.00	x	Unit Price 38.00	x	Factor 1.5128	=	Total 57.49	
72	10 28 13	13 0120		EA	Partition Mounted, Stainless Steel Sanitary Napkin/ Tampon Disposal (Bobrick Classic B-354)								$240.19
				Installation		Quantity 1.00	x	Unit Price 158.77	x	Factor 1.5128	=	Total 240.19	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

10A Specialties

73	10	28	13	13 0126		EA	24" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x24)						$302.21
						Installation	Quantity 3.00	x	Unit Price 66.59	x	Factor 1.5128	=	Total 302.21
74	10	28	13	13 0133		EA	36" x 54", Two Wall, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5837)						$174.77
						Installation	Quantity 1.00	x	Unit Price 115.53	x	Factor 1.5128	=	Total 174.77
75	10	28	13	13 0176		EA	33" Width, Wall-Mounted, Foam Padded, Naugahyde® Folding Shower Seat (Bobrick B-517/518)						$712.65
						Installation	Quantity 1.00	x	Unit Price 471.08	x	Factor 1.5128	=	Total 712.65
76	10	28	13	13 0184		EA	Stainless Steel Shower Curtain Hook (Bobrick B-204-1)						$36.64
						Installation	Quantity 14.00	x	Unit Price 1.73	x	Factor 1.5128	=	Total 36.64
77	10	28	13	13 0185		EA	42" Width x 72" Height, Vinyl Shower Curtain (Bobrick B-204-2)Requires 7 curtain hooks.						$91.83
						Installation	Quantity 2.00	x	Unit Price 30.35	x	Factor 1.5128	=	Total 91.83
78	10	28	13	13 0317		EA	24" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 2436)						$151.95
						Installation	Quantity 1.00	x	Unit Price 100.44	x	Factor 1.5128	=	Total 151.95
79	10	28	16	13 0026		EA	Shower Curtain Rod, Polished Chrome						$97.18
						Installation	Quantity 1.00	x	Unit Price 64.24	x	Factor 1.5128	=	Total 97.18

Subtotal for 10A Specialties **$2,108.83**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

12C Casework & Countertops

80	12	35	70	13 0002		EA	36" High Base Sink Unit, 2 Doors; Midmark MC-SBS005-243624						$773.74
						Installation	Quantity 1.00	x	Unit Price 511.46	x	Factor 1.5128	=	Total 773.74
81	12	35	70	13 0024		EA	84" High Tall Storage Unit, 2 Doors; Midmark MC-STP032-368424						$2,704.43
						Installation	Quantity 1.00	x	Unit Price 1,787.70	x	Factor 1.5128	=	Total 2,704.43
82	12	35	70	13 0031		EA	30" High Overhead Unit, 2 Doors; Midmark MC-SOHO42-243014						$695.52
						Installation	Quantity 1.00	x	Unit Price 459.76	x	Factor 1.5128	=	Total 695.52
83	12	36	61	16 0004		SF	1/2" Thick, Color Group "B", Solid Surface Countertop Without BacksplashQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).						$356.45
						Installation	Quantity 6.00	x	Unit Price 39.27	x	Factor 1.5128	=	Total 356.45

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

12C Casework & Countertops

84	12 36 61	16 0007		EA	Cutout For Sink And/Or Faucet In Solid Surface Countertop								$130.46
				Installation		Quantity 1.00	x	Unit Price 86.24	x	Factor 1.5128	=	Total 130.46	

Subtotal for 12C Casework & Countertops **$4,660.60**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

21A Fire Suppression

85	21 13 13	00 0003		EA	Exposed Piping, Light Hazard, Complete Wet-Pipe Sprinkler System, Per HeadIncludes branch pipe and fittings, supports and sprinkler heads.								$1,978.32
				Installation		Quantity 4.00	x	Unit Price 326.93	x	Factor 1.5128	=	Total 1,978.32	
86	21 13 13	00 0003	0004	MOD	For Up To 5, Add								$917.91
				Installation		Quantity 4.00	x	Unit Price 151.69	x	Factor 1.5128	=	Total 917.91	

Subtotal for 21A Fire Suppression **$2,896.23**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

22A Plumbing

87	22 07 19	00 0003		LF	1/2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$383.98
				Installation		Quantity 49.00	x	Unit Price 5.18	x	Factor 1.5128	=	Total 383.98	
88	22 07 19	00 0004		LF	3/4" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$183.02
				Installation		Quantity 23.00	x	Unit Price 5.26	x	Factor 1.5128	=	Total 183.02	
89	22 07 19	00 0005		LF	1" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$801.94
				Installation		Quantity 95.00	x	Unit Price 5.58	x	Factor 1.5128	=	Total 801.94	
90	22 07 19	00 0007		LF	1-1/2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$125.38
				Installation		Quantity 14.00	x	Unit Price 5.92	x	Factor 1.5128	=	Total 125.38	
91	22 07 19	00 0008		LF	2" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$520.03
				Installation		Quantity 55.00	x	Unit Price 6.25	x	Factor 1.5128	=	Total 520.03	
92	22 07 19	00 0011		LF	4" Diameter Pipe, 1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$104.43
				Installation		Quantity 9.00	x	Unit Price 7.67	x	Factor 1.5128	=	Total 104.43	

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
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Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip. Material	(Excluded if marked with an X			

22A Plumbing

93	22 11 16 00 0350		LF	1/2" Hard Drawn Type L Copper Tube/Pipe										$383.24
					Quantity		Unit Price		Factor	=	Total			
				Installation	49.00	x	3.39	x	1.5128	=	251.29			
				Demolition	49.00	x	1.78	x	1.5128	=	131.95			
94	22 11 16 00 0351		LF	3/4" Hard Drawn Type L Copper Tube/Pipe										$115.84
					Quantity		Unit Price		Factor	=	Total			
				Installation	13.00	x	4.01	x	1.5128	=	78.86			
				Demolition	13.00	x	1.88	x	1.5128	=	36.97			
95	22 11 16 00 0352		LF	1" Hard Drawn Type L Copper Tube/Pipe										$392.37
					Quantity		Unit Price		Factor	=	Total			
				Installation	37.00	x	4.88	x	1.5128	=	273.15			
				Demolition	37.00	x	2.13	x	1.5128	=	119.22			
96	22 11 16 00 0354		LF	1-1/2" Hard Drawn Type L Copper Tube/Pipe										$250.55
					Quantity		Unit Price		Factor	=	Total			
				Installation	14.00	x	8.30	x	1.5128	=	175.79			
				Demolition	14.00	x	3.53	x	1.5128	=	74.76			
97	22 11 16 00 0417		EA	1/2" 90 Degree Copper Elbow										$300.26
					Quantity		Unit Price		Factor	=	Total			
				Installation	8.00	x	24.81	x	1.5128	=	300.26			
98	22 11 16 00 0418		EA	3/4" 90 Degree Copper Elbow										$47.77
					Quantity		Unit Price		Factor	=	Total			
				Installation	1.00	x	31.58	x	1.5128	=	47.77			
99	22 11 16 00 0419		EA	1" 90 Degree Copper Elbow										$241.20
					Quantity		Unit Price		Factor	=	Total			
				Installation	4.00	x	39.86	x	1.5128	=	241.20			
100	22 11 16 00 0421		EA	1-1/2" 90 Degree Copper Elbow										$157.15
					Quantity		Unit Price		Factor	=	Total			
				Installation	2.00	x	51.94	x	1.5128	=	157.15			
101	22 11 16 00 0463		EA	3/4" Straight Copper Tee										$73.05
					Quantity		Unit Price		Factor	=	Total			
				Installation	1.00	x	48.29	x	1.5128	=	73.05			
102	22 11 16 00 0464		EA	1" Straight Copper Tee										$191.31
					Quantity		Unit Price		Factor	=	Total			
				Installation	2.00	x	63.23	x	1.5128	=	191.31			
103	22 11 16 00 0466		EA	1-1/2" Straight Copper Tee										$125.55
					Quantity		Unit Price		Factor	=	Total			
				Installation	1.00	x	82.99	x	1.5128	=	125.55			
104	22 11 16 00 0489		EA	1/2" Copper Coupling										$111.37
					Quantity		Unit Price		Factor	=	Total			
				Installation	3.00	x	24.54	x	1.5128	=	111.37			
105	22 11 16 00 0490		EA	3/4" Copper Coupling										$93.40
					Quantity		Unit Price		Factor	=	Total			
				Installation	2.00	x	30.87	x	1.5128	=	93.40			

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

22A Plumbing

106	22	11	16	00 0491	EA	1" Copper Coupling								$113.97
					Installation	Quantity 2.00	x	Unit Price 37.67	x	Factor 1.5128	=	Total 113.97		
107	22	11	16	00 0493	EA	1-1/2" Copper Coupling								$70.81
					Installation	Quantity 1.00	x	Unit Price 46.81	x	Factor 1.5128	=	Total 70.81		
108	22	11	16	00 0541	EA	1/2" Wrot Copper, Solder Union								$100.48
					Installation	Quantity 2.00	x	Unit Price 33.21	x	Factor 1.5128	=	Total 100.48		
109	22	11	16	00 0542	EA	3/4" Wrot Copper, Solder Union								$465.34
					Installation	Quantity 8.00	x	Unit Price 38.45	x	Factor 1.5128	=	Total 465.34		
110	22	11	16	00 0654	EA	1-1/2" Crimped Copper Reducing Tee								$372.33
					Installation	Quantity 4.00	x	Unit Price 61.53	x	Factor 1.5128	=	Total 372.33		
111	22	11	16	00 0708	EA	1" C x F NPT Crimped Bronze Union								$248.48
					Installation	Quantity 3.00	x	Unit Price 54.75	x	Factor 1.5128	=	Total 248.48		
112	22	11	16	00 0760	EA	1/2" Brass Compression Union								$102.87
					Installation	Quantity 5.00	x	Unit Price 13.60	x	Factor 1.5128	=	Total 102.87		
113	22	11	16	00 0762	EA	3/4" Brass Compression Union								$103.05
					Installation	Quantity 4.00	x	Unit Price 17.03	x	Factor 1.5128	=	Total 103.05		
114	22	11	16	00 0831	LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.								$275.93
					Installation	Quantity 10.00	x	Unit Price 15.61	x	Factor 1.5128	=	Total 236.15		
					Demolition	10.00	x	2.63	x	1.5128	=	39.79		
115	22	13	16	00 0060	EA	2" Bell And Spigot Cast Iron 1/8 Bend								$352.33
					Installation	Quantity 5.00	x	Unit Price 46.58	x	Factor 1.5128	=	Total 352.33		
116	22	13	16	00 0270	LF	1-1/2" No Hub Cast Iron Pipe								$1,192.42
					Installation	Quantity 58.00	x	Unit Price 9.56	x	Factor 1.5128	=	Total 838.82		
					Demolition	58.00	x	4.03	x	1.5128	=	353.60		
117	22	13	16	00 0271	LF	2" No Hub Cast Iron Pipe								$1,202.30
					Installation	Quantity 55.00	x	Unit Price 10.16	x	Factor 1.5128	=	Total 845.35		
					Demolition	55.00	x	4.29	x	1.5128	=	356.95		
118	22	13	16	00 0273	LF	4" No Hub Cast Iron Pipe								$366.79
					Installation	Quantity 9.00	x	Unit Price 18.81	x	Factor 1.5128	=	Total 256.10		
					Demolition	9.00	x	8.13	x	1.5128	=	110.69		

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

22A Plumbing

119	22 13 16	00 0299		EA	1-1/2" No Hub Cast Iron 1/4 Bend									$199.08
				Installation		Quantity 4.00	x	Unit Price 32.90	x	Factor 1.5128	=	Total 199.08		
120	22 13 16	00 0300		EA	2" No Hub Cast Iron 1/4 Bend									$467.95
				Installation		Quantity 9.00	x	Unit Price 34.37	x	Factor 1.5128	=	Total 467.95		
121	22 13 16	00 0307		EA	1-1/2" No Hub Cast Iron 1/8 Bend									$47.99
				Installation		Quantity 1.00	x	Unit Price 31.72	x	Factor 1.5128	=	Total 47.99		
122	22 13 16	00 0315		EA	1-1/2" No Hub Cast Iron Wye									$76.70
				Installation		Quantity 1.00	x	Unit Price 50.70	x	Factor 1.5128	=	Total 76.70		
123	22 13 16	00 0316		EA	2" No Hub Cast Iron Wye									$100.04
				Installation		Quantity 1.00	x	Unit Price 66.13	x	Factor 1.5128	=	Total 100.04		
124	22 13 16	00 0326		EA	4" x 2" No Hub Cast Iron Reducing Wye									$246.19
				Installation		Quantity 2.00	x	Unit Price 81.37	x	Factor 1.5128	=	Total 246.19		
125	22 13 16	00 0330		EA	6" x 4" No Hub Cast Iron Reducing Wye									$218.33
				Installation		Quantity 1.00	x	Unit Price 144.32	x	Factor 1.5128	=	Total 218.33		
126	22 13 16	00 0376		EA	2" No Hub Cast Iron Sanitary Tee									$201.26
				Installation		Quantity 2.00	x	Unit Price 66.52	x	Factor 1.5128	=	Total 201.26		
127	22 13 16	00 0382		EA	2" x 1-1/2" No Hub Cast Iron Sanitary Tee									$168.68
				Installation		Quantity 2.00	x	Unit Price 55.75	x	Factor 1.5128	=	Total 168.68		
128	22 13 16	00 0395		EA	2" x 1-1/2 Or 1-1/4" No Hub Cast Iron Sanitary Tapped Tee									$111.13
				Installation		Quantity 2.00	x	Unit Price 36.73	x	Factor 1.5128	=	Total 111.13		
129	22 13 16	00 0449		EA	2" No Hub Cast Iron P-Trap									$55.87
				Installation		Quantity 1.00	x	Unit Price 36.93	x	Factor 1.5128	=	Total 55.87		
130	22 13 16	00 0467		EA	1-1/2" No Hub Coupling									$126.62
				Installation		Quantity 15.00	x	Unit Price 5.58	x	Factor 1.5128	=	Total 126.62		
131	22 13 16	00 0468		EA	2" No Hub Coupling									$16.88
				Installation		Quantity 2.00	x	Unit Price 5.58	x	Factor 1.5128	=	Total 16.88		
132	22 41 39	00 0023		EA	Wall Mount, Hand Shower With Hose (Delta 55011)									$207.12
				Installation		Quantity 1.00	x	Unit Price 136.91	x	Factor 1.5128	=	Total 207.12		

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
Work Order Title: Duluth Public Schools Denfeld Bathroom Remodel 2022

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
22A Plumbing						
133	22 42 13	13 0019		EA	Flush Valve Type, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (Sloan ST-2459)	$930.07
				Installation	Quantity 1.00 x Unit Price 528.88 x Factor 1.5128 = Total 800.09	
				Demolition	1.00 x 85.92 x 1.5128 = 129.98	
134	22 42 16	13 0009		EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard Wheel Chair Users)	$843.57
				Installation	Quantity 1.00 x Unit Price 512.65 x Factor 1.5128 = Total 775.54	
				Demolition	1.00 x 44.97 x 1.5128 = 68.03	
135	22 42 16	13 0072		EA	Removal And Reinstallation Of Wall Hung Lavatory With Faucet	$597.31
				Installation	Quantity 2.00 x Unit Price 197.42 x Factor 1.5128 = Total 597.31	
136	22 42 23	00 0011		EA	40" x 48" x 82" Handicapped, Solid Plastic Shower Enclosure (General Partitions)	$3,844.72
				Installation	Quantity 1.00 x Unit Price 2,541.46 x Factor 1.5128 = Total 3,844.72	
137	22 42 39	00 0052		EA	Universal Institutional Shower Head (Symmons® 4-151)	$367.16
				Installation	Quantity 1.00 x Unit Price 242.70 x Factor 1.5128 = Total 367.16	
138	22 47 13	00 0006		EA	Stainless Steel, Extended Length, Semi-Circular With Back Panel Indoor Drinking Fountain With Bubbler, 180 Degree Push Bar (Halsey-Taylor OVL-II-EBP)	$3,257.19
				Installation	Quantity 1.00 x Unit Price 2,153.09 x Factor 1.5128 = Total 3,257.19	
Subtotal for 22A Plumbing						**$21,652.80**

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
23A HVAC						
139	23 05 93	00 0002		EA	Balancing Centrifugal Fans	$425.44
				Installation	Quantity 1.00 x Unit Price 281.23 x Factor 1.5128 = Total 425.44	
140	23 09 23	00 0092		EA	Install And Wire Exhaust Fan Thermostat Control	$180.87
				Installation	Quantity 1.00 x Unit Price 119.56 x Factor 1.5128 = Total 180.87	
141	23 31 13	13 0004		LB	Sheet Metal Ductwork, Medium Pressure, Field Fabricated, Galvanized, Field Assemble And Install	$146.74
				Installation	Quantity 10.00 x Unit Price 7.55 x Factor 1.5128 = Total 114.22	
				Demolition	10.00 x 2.15 x 1.5128 = 32.53	
142	23 31 16	16 0199		EA	14" Fiber Reinforced Plastic Damper	$2,370.56
				Installation	Quantity 2.00 x Unit Price 719.87 x Factor 1.5128 = Total 2,178.04	
				Demolition	1.00 x 127.26 x 1.5128 = 192.52	
Subtotal for 23A HVAC						**$3,123.61**

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 102738.00
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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
26A Electrical						
143	26 05 19	16 0014		MLF	#12 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit	$3,623.00
					Quantity x Unit Price x Factor = Total	
				Installation	4.00 x 504.34 x 1.5128 = 3,051.86	
				Demolition	2.00 x 188.77 x 1.5128 = 571.14	
144	26 05 19	16 0483		MLF	2 Conductor #12 AWG, Stranded, Type TC Control Cable	$479.61
					Quantity x Unit Price x Factor = Total	
				Installation	0.25 x 1,041.53 x 1.5128 = 393.91	
				Demolition	0.15 x 377.67 x 1.5128 = 85.70	
145	26 05 33	13 0594		LF	3/4" Electrical Metallic Tubing (EMT) Conduit	$6,974.01
					Quantity x Unit Price x Factor = Total	
				Installation	1,000.00 x 3.95 x 1.5128 = 5,975.56	
				Demolition	500.00 x 1.32 x 1.5128 = 998.45	
146	26 05 33	16 0277		EA	Replacement Two 20 Amp Duplex Receptacles For RC4 Series Power And Communications Poke Thru UnitWiremold RC4REC2.	$617.13
					Quantity x Unit Price x Factor = Total	
				Installation	6.00 x 57.14 x 1.5128 = 518.65	
				Demolition	6.00 x 10.85 x 1.5128 = 98.48	
147	26 27 26	00 0070		EA	20 Amp, 120 Volt, Ground Fault Circuit Interrupter (GFCI), Weatherproof Duplex Receptacle	$97.55
					Quantity x Unit Price x Factor = Total	
				Installation	1.00 x 64.48 x 1.5128 = 97.55	
148	26 51 13	00 0282		EA	3,300 Lumens, 2' x 2', Prismatic Lensed, Lay-In/Troffer LED Fixture (Lithonia 2TL2)	$1,021.99
					Quantity x Unit Price x Factor = Total	
				Installation	2.00 x 337.78 x 1.5128 = 1,021.99	
Subtotal for 26A Electrical						**$12,813.29**

Proposal Total **$164,837.72**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Duluth Public Schools Head Start Program

FY22 Cost-of-Living Adjustment (COLA)

Funding Type	**Head Start**
Cost-of-Living (COLA)	**$57,008**

The Cost-of-Living Adjustment will be used to cover the projected six percent fringe benefit increase as well as increased wages per the new teacher contract.

We ask that this grant be approved at the upcoming May 2022 meetings.

_____ _____

Signature of School Board Chair Signature of Policy Council Chair

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Duluth Public Schools Head Start Program

FY22 Quality Improvement (QI)

Funding Type	**Head Start**
Quality Improvement (QI)	**$11,658**

The Quality Improvement Adjustment will be used to cover the projected six percent fringe benefit increase as well as increased wages per the new teacher contract.

We ask that this grant be approved at the upcoming May 2022 meetings.

_____ _____

Signature of School Board Chair Signature of Policy Council Chair

4/28/2022

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

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Josee Marie Ruthford	**Duluth Public Schools**	**3/18/2022**

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

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 27, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Jade Pappas	**Duluth Public Schools**	**4/27/2022**

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

ISD 709 Duluth Public Schools

Kayla Carroll <mikilia.carroll@isd709.org>

Fwd: Denfeld Diploma

1 message

Susan Nelson <susan.nelson@isd709.org> Sat, Apr 23, 2022 at 10:34 AM
To: Kayla Carroll <mikilia.carroll@isd709.org>, Jodi Keller <jodi.keller@isd709.org>

Hello Kayla and Jodi,
I believe in the past diploma ordering of students who graduated went through the head secretary. But, then I never got the information (not you Jodi) to be able to change that on the students CUM cards. Since I will be leaving I would suggest that the Guidance office would order diplomas for the Bridge program so they are able to change the CUM card appropatly.
With that being said, can I put an order in through you Kayla and then you would send that information to the Print Shop?

The diploma would have this information:
Name: Chase Firn
Date of graduation: May 19, 2022

Thanks ladies. Please let me know if I should be doing this differently.

---------- Forwarded message ---------
From: **Christine Post** <christine.post@isd709.org>
Date: Thu, Apr 14, 2022 at 4:56 PM
Subject: Re: Denfeld Diploma
To: Susan Nelson <susan.nelson@isd709.org>

Can I also get a copy of his diploma once it is complete? Thanks.

On Thu, Apr 14, 2022 at 3:11 PM Christine Post <christine.post@isd709.org> wrote:

> Susan,
>
> Can you request a diploma for Chase Firn? If you need me to pick a date, how about May 19, 2022.
>
> ***Christine "Lisa" Post***
>
> Work Experience Teacher
> Bridge Program ISD #709
> Rockridge Academy
>
> christine.post@isd709.org
> (218)626-7931 (cell)
> (218)336-8700 x.2091 (office)

--
Christine "Lisa" Post

Work Experience Teacher
Bridge Program ISD #709
Rockridge Academy

christine.post@isd709.org
(218)626-7931 (cell)
(218)336-8700 x.2091 (office)

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is

April 13, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Noah Larson	**Duluth Public Schools**	**4/13/2022**

82518

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 4/11/2022

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

Aunorae VanDell

4/11/2022

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved Name: _____
☐ Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved Name: _____
☐ Not Approved Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended Name: [signature]
☐ Not Recommended Date: 4/11/22

Assistant Superintendent: ☒ Recommended Name: Anthony Barker
☐ Not Recommended Date: 5/2/22

School Board: ☐ Approved Name: _____
☐ Not Approved Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Denfeld / Choir / Orchestra / Band
2. Contact Person (Responsible for Checklist Completion): Josh Lehigh
3. Field Trip Date(s): June 12 & 13 Destination: Minneapolis
4. Field Trip Overview (Include events, establishments and locations): Minnesota Orchestra, Valleyfair
5. Field Trip Departure from School (Date and Time): Sunday, June 12 9am
   Field Trip Return to School (Date and Time): Monday, June 13 9pm
6. Objectives of Field Trip: Hear Mahler's Symphony #8 (Symphony of a thousand); end of year social activities
7. Relationship to Curriculum or Student Learning: End of the year summation of curriculum, with music and social side of things
8. Planned Follow-up Field Trip Activities: Discuss the concert
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ ~~200~~ 3500
Total Meals	$
Total Lodging	$ 1,200
Total Transportation ☐ School District Vehicle(s) ☒ Commercial Transportation Carrier ~ Name: LCS Coaches ☐ Private Vehicle (requires certificate of insurance) ~ Name:	$ 2,000
Total Additional Stipends:	$
Other:	$
Total	$ 6,700

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$ 6,700
Total Additional Stipends:		$
Total		$

11. Reviewed/Completed Request Checklist: ☒ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- ☒ Develop and Communicate Student Discipline Expectations
- ☒ Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- ☒ Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- ☒ Gain Access to Cell Phone for Field Trip
- ☒ Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
  Guide: May choose to leave message on school voice mail to help with late drop off.
- ☒ Plan Meal Arrangements (if necessary)
  Reminder: Notify food service of non-participation.
- ☒ Plan Administration of Student Medication and First Aid Needs (if necessary)
  Guide: Contact School Nurse.
- ☒ Develop and Communicate Action Plan if Student Gets Lost on Trip
- ☒ Arrange Adult Chaperones for Field Trip (if necessary)
  Guide: One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- ☒ Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- ☒ Planned Itinerary see attached document

TIME	LOCATION
_____	_____
_____	_____
_____	_____
_____	_____

- ☒ Maintain Student Roster and Check-in/Check-out Procedure
- ☒ Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☒ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary.
- ☒ Arrange Funding of Expenses During Trip
- ☒ Arrange Meal Plans
- ☒ Arrange Lodging Plans and Room Assignments
- ☒ Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information
- ☒ Additional Information
  Note: Provide any additional information.

Signature of Contact Person: _____

Mahler's 8th Symphony and Valleyfair!

Itinerary

Sunday, June 12th

9 am Depart Denfeld
Noon Walk and have lunch in Minneapolis
2 PM Mahler's 8th at Orchestra Hall
5 PM Check in at La Quinta
6 PM Dinner
7-10 Swimming Pool

Monday, June 13th

9am Free Breakfast at La Quinta
10:30 Depart for Valleyfair
6 PM Depart for Denfeld w/stop for food along the way.

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ❑ Approved ❑ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ❑ Approved ❑ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office. EXTENDED TRIP ACTION

EXTENDED TRIP ACTION

Principal: ☒ Recommended ❑ Not recommended — Name: Danette Sebo Date: _____

Assistant Superintendent: ☒ Recommended ❑ Not recommended — Name: Anthony Bruh Date: 4/27/22 I received the form on 4/27/22.

School Board: ❑ Approved ❑ Not Approved — Name: _____ Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:4/14/2022

Type of Trip: Instructional Supplementary X Extended

1. Organization/Grade/Course Planning Trip: HOSA 11th and 12th Grade

2. Contact Person (Responsible for Checklist Completion): Kimberly Olson

3. Field Trip Date(s): November 5th, 2021 Destination: St. Cloud , MN

4. Field Trip Overview (Include events, establishments and locations): Field trip request of state advisor. Career exploration and several break out sessions to explore healthcare careers.State curriculum competition

5. Field Trip Departure from School (Date and Time): April 25th, 2022 0445am
   Field Trip Return to School (Date and Time): April 26th, 2022 7-730 pm

6. Objectives of Field Trip:
   State Competition in Health Professional Events
   Give an understanding of HOSA through activities and educational sessions
   Demonstrate leadership and teamwork through hands on activities
   Begin growth in communication and leadership qualities through the election of state officers through the democratic process.
   Motivate students to set health career goals through speakers and activities.

7. Relationship to Curriculum or Student Learning: Students will gain experience in leadership, teamwork, Program of Study and Career Pathways, partnership for CTE, implementation of Health Science Programs, increased effectiveness of teaching, legislative training, confident speaking and writing skills and reinforcement of skills taught and application of skills.

8 . Planned Follow-up Field Trip Activities: National Conferences for HOSA. A service project will be completed.

9. Field Trip Budget Request:

Estimated Expenses	
Total Admission/Fees ($100.00 per person) (75 for advisor) 17 students	1918.00
Total Meals	Included is 4 meals with registration
Total Lodging advisor and 4 student rooms and 1 bus driver room	122.76 x 6 rooms $736.56
Total Transportation School District Vehicle(s) Commercial Transportation Carrier ~ Name: Voyageur Private Vehicle (requires certificate of insurance) ~ Name:	$1,800.00
Total Additional Stipends:	$0
Other: Sub pay for1 day	$300 (Perkins)
Total	4754.56

Revenues		
District Budget	Code:01-380-005-428-000	

Booster Group	$
Donations	$
Student Fees $100.00 registration and Cost of coach~1800(100 each)	$3557
Total Additional Stipends:	$
Total	$

11. Reviewed/Completed Request Checklist: Yes

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- Develop and Communicate Student Discipline Expectations
- Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- Gain Access to Cell Phone for Field Trip
- Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
  Guide: May choose to leave message on school voice mail to help with late drop off.
- Plan Meal Arrangements (if necessary)
  Reminder: Notify food service of non-participation.
- Plan Administration of Student Medication and First Aid Needs (if necessary)
  Guide: Contact School Nurse.
- Develop and Communicate Action Plan if Student Gets Lost on Trip on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)
  Guide:
- One (1) adult for every twenty four (24) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- Planned Itinerary

TIME	LOCATION
0445	depart from East high school at 4:45 am Apr 25, 2022
0510	Denfeld departure at 5:10am.
0800	Arrive Kelly inn st. cloud
1630 April 26.2022	Depart from Kelly inn st. cloud to Duluth
1900	Arrive Duluth East then to Denfeld

- Maintain Student Roster and Check-in/Check-out Procedure
- Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: ____Kimberly Olson 218.269.9116_____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

❑ X Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary

- ❑ X Arrange Funding of Expenses During Trip
- ❑ X Arrange Meal Plans
- ❑ X Arrange Lodging Plans and Room Assignments
- ❑ X Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information
- ❑ Additional Information Medical emergy Plan and Epi pen from nurse.
  Note: Provide any additional information.

Signature of Contact Person: Kimberly Olson

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

[Note: The provisions of this policy substantially reflect statutory and regulatory requirements.]

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR

2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR

3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;

2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and

3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.

2. The student's degree of impairment.

3. The student's rate of progress.

4. The student's behavioral or physical problems.

5. The availability of alternative resources.

6. The student's ability and need to interact with nondisabled peers.

7. The areas of the student's curriculum which need continuous attention.

8. The student's vocational needs.

E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
Minn. Rules Part 3525.0755
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
34 C.F.R. Part 300 (IDEA Regulations)

Cross References:

*Adopted:*_____ *MSBA/MASA Model Policy 518*
Orig. 1995
*Revised:*_____ *Rev. 2003*

518 DNR-DNI ORDERS

I. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff and parents or guardians in these situations.

II. GENERAL STATEMENT OF POLICY

A. The primary mission of the school district is education. DNR-DNI orders are medical documents. School district staff will not accept or honor requests to withhold emergency care or DNR-DNI orders. The school district will not convey such orders to emergency medical personnel.

B. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities.

C. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.

D. The parent/guardian will be notified of the emergency as soon as possible.

E. Notwithstanding this school district policy, IEP and Section 504 teams must develop individualized medical emergency care plans for students when appropriate in accordance with state and federal law.

F. Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI orders, shall be advised of and shall be given a copy of this policy.

Legal References: 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act)

Cross References:

5160 DO NOT RESUSCITATE / DO NOT INTUBATE (DNR/DNI)

Do Not Resuscitate/Do Not Intubate orders will not be accepted by the school district nor incorporated into individual educational plans or health plans for students served by the School District.

Public Law 94-142 mandates that a school district provide a free and appropriate education for students with complex needs, including complex health needs. When any student experiences sudden illness or injury, the role of the staff is to render emergency health care to preserve life and prevent disability. In life-threatening emergencies, the emergency medical system (911) will be activated.

If a DNR/DNI request is presented to school staff, the following procedure will be followed:

1. Do not accept the written or verbal request.
2. Inform parent that a meeting with the Director of Special Services may be requested.

Adopted: 09-08-1992 ISD 709
Revised: 06-20-1995 ISD 709

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.

C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and

supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.

H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described in Part V., above, are not met.

2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;

3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References:
Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References:
MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

*Adopted:*_____ *MSBA/MASA Model Policy 615*
Orig. 1997
*Revised:*_____ *Rev. 2022*

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.

3. Eligibility Requirements

a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:

(1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;

(2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;

(3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;

(4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;

(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

b. MTAS participation decisions must not be made on the following factors:

(1) Student's disability category;

(2) Placement;

(3) Participation in a separate, specialized curriculum;

(4) An expectation that the student will receive a low score on the MCA;

(5) Language, social, cultural, or economic differences;

(6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.

2. Eligibility Requirements

a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.

b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.

c. For students in grades that the MTAS is not administered:

(1) the student must have cognitive functioning significantly below age level;

(2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and

(3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.

d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.

e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

3. Alternate ACCESS participation decisions must not be made on the following factors:

a. Student's disability category;

b. Participation in a separate, specialized curriculum;

c. Current level of English language proficiency;

d. The expectation that the student will receive a low score on the ACCESS for ELs;

e. Language, social, cultural, or economic differences;

f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current "Procedures Manual for the Minnesota Assessments" which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and 2020-21 Guidelines for Administration of Accommodations and Linguistic Supports http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm_2020-21.pdf

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References:
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS), https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf
Alternate ACCESS for ELLs Participation Guidelines, https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of

a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

IV. EXCEPTIONS

A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assistwith enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 1140
First Reading: April 26, 2022
Second Reading:

1140 TOBACCO-FREE SCHOOL DISTRICT

Information and Purpose

The School Board has a responsibility to promote a safe and healthy environment for students, staff, and community members. Tobacco use is identified as a major health risk for both the users and the non-users. It is the intention of the School Board to provide school district sites that are tobacco-free and, consistent with the messages of health education programs. The School Board believes this policy decision regarding tobacco accommodates the concerns expressed by parents, students, and community officials.

For the purpose of this policy, the terms "tobacco" and "tobacco related devices" shall have the meanings given them in Section 609.685 of the Minnesota Statutes and, as state statutes, may be amended by legislative action. Tobacco related devices include electronic cigarettes, electronic cigars, electronic pipes, or any other like products. Electronic cigarettes are defined as any electronic smoking device that can be used to deliver nicotine or any other substance to the person inhaling from the device.

Duluth City Code, Chapter 11 Section 9

A. The smoking or use of tobacco or tobacco related devices within the city by any person below the age of eighteen (18) years is hereby prohibited. Any person of such minor age found smoking or using tobacco or tobacco related devices shall be guilty of a misdemeanor;
B. No person under eighteen (18) years of age shall possess any tobacco or tobacco related devices on his or her person.

Policy Statement

Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on School District facilities. School District facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the School District. No one will use tobacco products or tobacco related devices while in or on School District facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on School District facilities..

Exception

(MN Statue 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support.

It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.

Enforcement Procedures

Students (K-12)

Students violating any part of this policy, which includes the city code cited above, will be referred to the School District site administrator or designated staff members. Students who are referred to the administration for violation will experience the following disciplinary procedures:

1. **First Violation:** Mandatory police notification; student conference; parent(s) or guardian(s) notification; tobacco ticket.
2. **Second Violation:** 1 day in-or out-of-school suspension.
3. **Third Violation:** 1 to 3 days out-of-school suspension.

Staff

Staff members who are in violation will experience the following disciplinary procedures:

1. **First Violation:** a verbal warning by the immediate supervisor.
2. **Second Violation:** a referral to the Employee Assistance Program and a written warning placed in the staff member's personnel file.
3. **Third Violation:** will be cause for dismissal.

Other Citizens

Citizens in violation of this policy will experience the following:

1. A verbal request to stop the use of tobacco related products on the School District site.
2. Upon refusal to comply, a report will be made to the School District site supervisor who will issue a second verbal warning.
3. If the second warning is ignored, the site supervisor will direct the citizen to leave the site. Should non-compliance continue, local law enforcement personnel will be called.

School Neighborhoods

It is not the intention of a Tobacco-Free School District Policy to move student tobacco use from the School District site to the immediate neighborhoods; however, School District jurisdiction is limited to the designated School District sites. Should neighbors request assistance, school staff may be dispatched by the site administrator to counsel the students using tobacco in the neighborhood. In addition, local law enforcement personnel may be called to assist.

Adopted: 08-11-1987 ISD 709
Revised: 12-12-1989
07-17-1990
06-20-1995
04-23-2013
12-17-2013 ISD 709

801 EQUAL ACCESS TO SCHOOL FACILITIES

I. PURPOSE

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.

B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.

C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.

D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.

E. In adopting and implementing this equal access policy, the school district will NOT:

1. influence the form or content of any prayer or other religious activity;

2. require any person to participate in prayer or other religious activity;

3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;

4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;

5. sanction meetings that are otherwise unlawful;

6. limit the rights of groups of students based on the size of the group;

7. abridge the constitutional rights of any person.

III. DEFINITIONS

A. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.

B. "Secondary school" means any school with enrollment of pupils ordinarily in grades 7 through 12 or any portion thereof.

C. "Sponsorship" includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.

D. "Meeting" includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.

E. "Noninstructional time" means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

IV. FAIR OPPORTUNITY CRITERIA

Schools in this school district shall uniformly provide that:

A. A meeting held pursuant to this policy is voluntary and student-initiated;

B. There is no sponsorship of the meeting by the school or its agents or employees;

C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;

D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and

E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

V. PROCEDURES

A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 96 hours in advance of the time of the activity or meeting. The student must agree to the following:

1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.

2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.

B. Student groups meeting under this policy must comply with the following rules:

1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.

2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.

3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.

C. Students applying for use of school facilities under this policy must provide the following information to Community Education: time and date of meeting, estimated number of students in attendance, and special equipment needs.

D. Community Education, in partnership with the building principal has responsibility to:

1. Keep a log of application information.

2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.

3. Note the condition of the facilities and equipment before and after use.

4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.

5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.

E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.

F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.

G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.

H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

Legal References: 20 U.S.C. §§ 4071-74 (Equal Access Act)
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)
Board of Educ. of Westside Community Schools v. Mergens, 496 U.S. 226, 1105 S.Ct. 2356 (1990)
Good News Club v. Milford Central School 533 U.S. 98, 1215 S.Ct. 2093 (2001)
Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1, 690 F.3d 996 (8th Cir. 2012)
Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist. 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)
MSBA Service Manual, Chapter 13, School Law Bulletin "O" (Equal Access Act)

First Reading: April 26, 2022
Second Reading: May 17, 2022

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.

B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over $175,000

1. If the value of the equipment or materials is estimated to exceed $175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.

2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.

6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From $25,000 to $175,000

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

D. Contracts $25,000 or Less

If the amount of the sale is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one

week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

   a. another school district;

   b. the state department of corrections;

   c. the board of trustees of Minnesota State Colleges and Universities;

   d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or

   e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: April 26, 2022

807 HEALTH AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minn. Stat. § 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minn. Stat § 182.676.

III. PROCEDURES

A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.

C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

IV. PROGRAM AND PLANS

A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:

1. Asbestos
2. Fire and Life Safety
3. Employee Right to Know
4. Emergency Action Planning
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality
7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED
16. Food Safety Inspection
17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.

C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.

D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.

E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.

F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

V. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Legal References: Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)
Minn. Stat. § 182.676 (Safety Committees)
Minn. Rules Part 5208.0010 (Applicability)
Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

First Reading: April 26, 2022

R E S O L U T I O N

Duluth Principals' Association

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 Duluth Principals' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period August 1, 2021 to July 31, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

*PLACEHOLDER

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

and

DULUTH PRINCIPALS' ASSOCIATION

EFFECTIVE DATES

August 1, 2021
to
July 31, 2023

AGREEMENT
Between
Duluth Principals' Association

and

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

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AGREEMENT

Between

Duluth Principals' Association

and

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

This Agreement, by and between the Duluth Principals' Association, hereinafter referred to as the ***"Association"***, and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as ***"School District"***, and relating to terms and conditions of employment, including the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

Definitions:
Subd. 1. "Principal" shall mean a principal or assistant principal appropriately licensed.

Subd. 2. "Seniority" shall mean employment under a as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave.

Subd. 3. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals.

ARTICLE I
Recognition

The School District formally recognizes the Duluth Principals' Association as the exclusive bargaining representative for the appropriate unit, including all Principals, Principals on Special Assignment, and Assistant Principals who are required to be licensed by the State Department of Education and who are public employees within the meaning of Minnesota Statute 179.06, Subd. 2, excluding Superintendents, Assistant Superintendents, district-wide administrators, supervisory employees who are not required to be licensed, confidential employees, and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees or affecting the role of the Association as the exclusive bargaining representative with any other organization or person except as required by law.

ARTICLE II
School District And Association Rights

Section 2.1 - School District Rights - Inherent Managerial Rights. The exclusive representatives recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such as areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel.

Section 2.2 - Job Advertisement. When a vacancy exists for which no member on layoff has full rights or when a new Principal or Assistant Principal position is created, the District shall communicate in writing the existence of such vacancy or new position to the Principals' Association. A vacancy is defined as a position or opening, which occurs following Board action. All Principal or Assistant Principal positions shall be posted with a minimum qualification being Minnesota Principal Licensure. Such shall be done in order to allow Principals' Association members the opportunity to express interest in and/or apply for vacancies within the unit. The District shall interview all Principals' Association members interested in a vacancy. The District will make all reasonable attempts to fill all positions with licensed candidates.
Any newly created administrative positions determined to be within the appropriate bargaining unit will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position and the number of contract weeks to be worked within ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and determine the number of weeks and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

Section 2.3 - Validity Or Conformity To Law Clause. If any provision of this Agreement is or shall at any time be contrary to law or affirmative action, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

Section 2.4 - Savings Clause. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

Section 2.5 - Association Dues. In the event the Association finds it necessary to make an assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or his/her representative as designated by the Association President. The withholding of such assessment shall be limited to not more than two (2) such withholdings per each contract year.

Section 2.6 - Matters Not Covered. This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 2.7 – Probation. Upon initial appointment to the Principals' Association, there shall be a two (2) year probationary period for individuals having teacher tenure in the District. In the event that such member on probationary status is determined to not meet District probationary standards for continued employment in the Principals' Association, that person shall have the right to return to his/her previous position or to an equivalent position to the one held prior to the probationary assignment with seniority and status that reflects all previous District employment.

Those unit members new to the District and on probationary status may be terminated pursuant to state statutes i.e. (122A.41).

Section 2.8 - Professional Development. The parties recognize that professional growth and development is a continuing obligation of members of the District's administrative team. Members shall avail themselves of professional growth opportunities for improving leadership skills.

Funds shall be provided to pay the costs of attendance at national, regional, or local conventions, workshops, clinics or other professional meetings or for professional organizations membership. All expenditures must be pre-approved by the Superintendent or his/her designee.

Yearly allowance shall be $1,200.00 to be made available for allowable expenses for each member. In addition, the District will pay up to $1000 per year for the following yearly dues: MASSP, MESPA, NESPA, or NASSP and BOSA dues. A member may carry forward for one (1) year to the next, any or all of the allowance that remains unused at the end of the contract year. The maximum individual allowance available including carry over shall not exceed $6000.

ARTICLE III
Terms And Regulations Of Employment

Section 3.1 - Definition of the Work Year. Member shall have as vacation days during the regular school year those days specified in the official school calendar as days when school is not in session. In the event teachers may be required to perform duties on other days or days in lieu of scheduled school days as provided in the official school calendar due to emergencies including energy conservation, members will also be required to adjust their annual work schedules accordingly without change in compensation. Strikes shall not be considered an emergency closing.

Section 3.2 - Summer School Administrative Positions. The School Board may create the position of summer school Coordinator(s) to plan, develop and coordinate District summer school programs. Summer school administrative positions may include the summer school Coordinator(s) and summer school Principal(s). If, by a mutually agreeable date, summer school administrative positions remain unfilled by unit members, the School District may fill the positions with non-unit members.

Availability of such position(s) shall be made known to unit members by mail and applications accepted in a timely manner. The stipend for such planning, development and coordination shall be $5,000.00. The services shall be considered part of the Principals normal work year.

Summer School Principal positions assigned to buildings shall be made known to unit members by e-mail or mail and applications accepted in a timely manner. Summer School Principal assignments will be filled in a timely manner. Pay for the summer school building assignments shall be on a pro- rata basis according to the class and step of the assigned member.

Section 3.3 - Weeks Beyond Regular School Year. The basic assignment for weeks worked before or after the student school year shall normally be in the members' assigned building.

Weeks worked beyond the student school year shall be distributed with at least two (2) weeks being worked immediately before and one (1) week after the student school year in the member's assigned building, except that Assistant Principals will work at least one (1) week before and one (1) week after the student school year in the assigned building.

Individual members and the Superintendent and/or his/her designee shall agree to distribution of the remaining contract weeks worked beyond the student school year.

Up to five (5) work days in each contract year may be assigned by the Superintendent for professional development activities outside the member's building. These five (5) days are in addition to regular meetings and normal on-going in-services that may occur during the student school year. An individual member and the Superintendent shall agree to the distribution of such days.

Section 3.4 - Adjustment In Work Year. Members with the Superintendent's or Superintendent Designee's approval, may adjust their contract year in order to allow for time off during the normal contract year.

A member may receive pro-rata compensation or compensatory time (at the discretion of the Superintendent) for services performed which goes beyond his/her contract year provided the Superintendent gives written approval for such services to be performed before such services are initiated.

Section 3.5 - Advancement Through The Salary Schedule. Members covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year of service in the School District, except as otherwise provided in this Agreement.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated Principal position in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of his/her contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

Section 3.6 - Placement On The Salary Schedule. Placement on the salary schedule for members newly employed by the School District will be determined by agreement between the individual and the School District. The unit will be notified in writing of the salary placement.

Placement on the salary schedule for members who are changing positions within the bargaining unit shall be made on the salary schedule on no less than a year for year basis for Principal and/or Assistant Principal experience in the School District.

Section 3.7 – Transfers. Should an involuntary transfer become necessary, the Principals' Association member and the Association shall be notified and be given reason in writing for such transfer by July 1, preceding the school year in which the transfer will occur. A copy of the job description for the position into which the Principal will be transferred will accompany the notices.

Should a vacancy occur and an involuntary transfer become necessary between July 1, and August 1, the Superintendent of Schools may transfer up to three (3) members (one senior high, middle school, elementary) of the Principals' Association to fill such vacancies and subsequent vacancies at his discretion. Since it is in the best interest of the Principals' Association and of the School District all transfers will be made in a timely manner. Transfers may occur at any time during the school year with the agreement of both the member and the Superintendent. Demotions governed by Minnesota Statutes 122.41, Subd. 6 shall not be considered transfers.

Section 3.8 – Salaries. The salaries of the members covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Members who begin their service in a position within the Principals' Association on or after February 3 of the school year will receive no increment the following year.

Section 3.9 – Additional Assistance: The District may request additional assistance from Duluth Principals' Association members. Areas of assistance may include mentorship, administrative professional development, administrative intern supervision, District leadership activities, action research or other activities. Any additional services will be arranged by mutual consent of the Principal or Assistant Principal and the District. The member shall receive pro-rata compensation for services performed provided the Superintendent or the Superintendent's designee gives written approval for such services to be performed.

Section 3.10 – **Establishment of a Seniority List & Bumping Progression**

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principal's bargaining unit.

Subd. 2. All principals will have a seniority date of the K-12 principal's list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list to discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 4. In the event the principals have been hired on the same date, the date of the board action will be a tie breaker. Those with the longest service in administration will retain existing administrative positions for which they are certified.

Subd. 5. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time positions involving continuous service.

Subd. 6. Bumping Progression

- High School Principal-Least Senior High School Principal-Least Senior Middle/Residential/ Alternative Principal-Least Senior Elementary-Least Senior High School Assistant Principal- Least Senior Middle School Assistant Principal-Least Senior Elementary Assistant Principal

Subd. 7. If an individual is left without an administrative assignment they shall be given the option of becoming a classroom teacher in a position for which they are certified. The new assignment will be made in accordance with Minnesota Statutes 122A.41 and 123A.19.

Section 3.11 - Tort/Liability Protection. The School District agrees, subject to the provisions of state statute that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against the member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

Section 3.12 – Absence Outside Building: When a Principal or Assistant Principal is absent from the building or placed in another assignment for longer than five (5) consecutive days, one of the following will take place after discussion between the District and the remaining Principal(s) or Assistant Principal(s) to fill the position after the fifth (5th) day.

A. A qualified substitute will be appointed to fill in; or
B. The remaining Principal(s) or Assistant Principal(s) in the building will receive pro-rata compensation for the additional hours worked due to the member absence; or
C. The District will pay for an alternative position such as Assertive Disciplinarian or Administrative Intern to assist with the additional duties required.

An exception may occur if an Assistant Principal or Principal is not anticipated to be off work for longer than five (5) consecutive days, but the extent of the absence is longer than five (5) days.

Section 3.13 – Filling Mid-Year Vacancies: Positions that become open during the school year may be:

A. Posted and filled with a permanent replacement; or
B. Posted as interim and filled with an interim replacement; or
C. Posted and filled with an Administrative Intern.

ARTICLE IV
Leaves Of Absence

Section 4.1 - Leaves Of Absence Without Pay.

A. Leaves of absence without pay shall be granted upon written application to the Executive Director of Human Resources for the following reasons:
   1. ***Military leaves*** of absence shall be granted to any member 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. However, if the member requests, parental leave shall be granted to the end of the school year. In order to be eligible for parental leave, the member must request the parental leave in writing to the Executive Director of Human Resources 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 members would have lost his/her position, pursuant to the layoff provisions of this Agreement, had member not been on parental leave, then the member is not entitled to reinstatement in the member's former position and, in such circumstances, the member shall retain all rights under the layoff and re-employment provisions of this Agreement as if the member had not been on parental leave.

      Any leave taken under this Section shall reduce the length of leave for which the member 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 member is eligible under this Section.

      Members may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.
   3. ***Family and Medical Leave Act.*** Members 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. ***Study Leave.*** Leaves of absence shall be granted, with the approval of the Superintendent, for a full time program of study related to the member's licensed field. Application for such leave is to be made by April 1 for the following school year. Such a leave may be extended subject to the approval of the School Board through a second consecutive full school year, provided application is made by April 1 for the following school year. The number of such leaves shall be not more than two (2) members in any one (1) school year. To qualify for such leave, a member must have three (3) years experience with the School District, and a member cannot repeat such leave within a three (3) year period.
   5. ***Medical Leave*** of absence up to two (2) years shall be granted while a member 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. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.

B. Upon termination of his/her leave of absence and return to the school system, the member shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
   1. ***Military Leave*** provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
   2. ***Medical And Parental Leave*** of absence less than eighty (80) working days in any school year;

3. ***Exchange*** administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries;
4. Federal, foreign or military education programs.

C. Any member on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums quarterly in advance to the School District.

Section 4.2 - Personal Leave Day. Members will be granted three (3) personal days each year. Each personal leave day will be available to the unit member at their discretion under the following guidelines:

1. A written request shall be submitted to the Superintendent or immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the member will assume the responsibility in such an emergency of notifying the Superintendent or immediate supervisor at the earliest possible time.
3. Personal leave days shall not be charged against accumulated sick leave. If coverage is necessary, it will be provided from within the Principals' Association.
4. A personal leave day shall not be taken during the first or last two (2) weeks of the school year. If emergency situations occur during these time periods personal leave shall be granted.
5. A member may accumulate two (2) unused personal leave days; however, no more than two unused personal leave days may be carried over from any one school year to the next school year.

Section 4.3 - Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the District of the Principal on leave. This provision shall also apply to leaves with pay.

Section 4.4 - Leaves Of Absence With Pay.

A. ***Military Leave.*** Military leave of absence with pay shall be granted as required by law.

B. ***Professional Leave.*** Members may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.

C. ***Sick Leave***

1. ***Yearly Allowance.*** Sick leave shall be accumulated at the rate of ten (10) days for the thirty-eight (38) week school year plus additional days for those employees covered by this Agreement whose work year exceeds thirty-eight (38) weeks at the rate of one (1) additional day for each three and eight-tenths (3.8) additional weeks of work. Annual maximum shall be thirteen (13) days per year.

   Cumulative Plan. Unused sick leave shall accumulate to a maximum of two hundred ten (210) days.
2. Holidays which occur during absence on account of personal illness, death in family or family leave shall be compensated for and shall not be deducted from sick leave.
3. ***Sick Leave Bank.*** For purposes of considering the establishment of a sick leave bank, a committee of three (3) members of the Association appointed by the President plus three (3) members appointed by the Superintendent, including the Executive Director of Human Resources, shall develop rules and regulations governing such a sick leave bank to be approved by the Association membership.

D. ***Death In Family Leave***

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.
2. A member 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.
3. Definition of ***"family"*** under death in family allowance shall constitute members of the immediate family of an employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and

nephew and when legal or financial responsibility or obligation has been determined. This shall also apply to foster relationships of the above listed categories.

E. ***Jury Duty***
   1. When a member is selected for jury duty, the Superintendent will be notified and that member will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
   2. The Principal will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

F. ***School-Related Injuries:*** A member who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of an assault, leave without loss of pay shall be granted until such time as LTD or worker's compensation becomes effective. Leave granted due to injury as a result of assault shall not be deducted from the member's accumulated sick leave.

G. ***Family Leave***
   1. Eligible members 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 member, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent.
   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, mother-in-law, father-in-law, 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 the city of Duluth as a domestic partner of an employee of the District.
   3. In addition to the above, members 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 member's dependent child in accordance with Minnesota Statute §181.9413 (2013).

Section 4.5 – Mid-Career Leaves. A Mid-Career leave of absence may be granted when approved by the Superintendent and School Board on the condition that it meets the requirements of Policy #4130.

Section 4.6 – Unrequested Leave of Absence.

A. **Placement on Unrequested Leave of Absence**

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation the provisions of Minnesota Statute 122A.41, as amended shall apply.

Subd. 2. Tenured principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list. Employees on probation, as defined in Section 2.7 will not be eligible for unrequested leave of absence.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unit as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

B. Reinstatement

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. The list shall be updated every October 1st, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principal's right to reinstatement shall terminate if they principal fails to file with the board by April 1 of any year, a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of the notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teacher or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of two (2) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

ARTICLE V
Insurance

Section 5.1 - The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

Section 5.2 - The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment 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 an improved level as the plan in effect on the date of this Agreement.

Section 5.3 - Group Term Life Insurance. Group term life insurance in the face amount of $75,000.00 will be provided for each employee in the Unit at no cost to the employee. Optional supplemental group life and A, D & D benefits equal to the maximum provided by the carrier and dependent life insurance, will be made available at the employee's cost as soon after the execution of this contract as is possible or readily transactable, whichever is later, provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those members, whether within or without the bargaining unit, who would be eligible for the administrators' group life insurance presently in effect in the School District.

Section 5.4 – Dental. The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or

family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration, may be selected.

Election of options only may be selected within the first thirty (30) days of employment or during the annual open enrollment period.

Section 5.5 - In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, such benefits shall, on the same basis and in the same manner be increased, decreased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long term disability insurance, liability insurance, earned medical plans (only as it pertains to the content of Article 8), dental, legal, sabbatical leaves, physical exams, payroll deductions, but shall not include life insurance, wages and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

ARTICLE VI

Travel

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. ***In-District-Travel.*** For Principals authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. ***Out-of-District Travel.*** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy (#3136R).

Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her delegated representative. Reimbursement for out-of-district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of members or the role of the exclusive representative of members in the meeting and negotiation process.

ARTICLE VII
Grievance Procedure And Arbitration

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.

Section 7.1 – Definitions.

A. A ***"grievance"*** is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
B. 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.
C. 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.

Section 7.2 - Representation Rights. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified, and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

Section 7.3 – Procedure. (Step I) The aggrieved employee shall present his/her grievance in writing to the Superintendent of Schools and the President of the Principals' Association within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Superintendent or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Superintendent and notify the aggrieved employee, his/ her designated representative and the Association. A decision in writing by the Superintendent or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

Section 7.4 – Arbitration. The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association 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 the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

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

Section 7.5 - Miscellaneous Provisions.

A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under 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 Superintendent of Schools or his/her designee may join for hearing separate

grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.

B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
C. 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.
D. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Superintendent or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Superintendent of Schools shall first authorize hearings at Step I during working hours.
G. For purposes of Minnesota Statutes 572.15(a), the arbitrator's decision shall be delivered by certified mail to the representatives of the employer and the union.
H. All filings, service, appeals, and other communications may be made electronically, by e-mail.

ARTICLE VIII
Health Care Savings Plan (HCSP)

Section 8.1 - To be eligible to receive the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS), a Principal or Assistant Principal (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District or 7 years of service as a member of the Duluth Principals Association.

Section 8.2 - Employees shall be granted sick leave in accordance with Article IV, Section 4.4 of the Principals' contract. Up to one hundred eighty (180) days of accumulated sick leave may be used for HCSP purposes.

Section 8.3 - The daily rate of pay (DRP) shall be the basic daily rate of pay, including longevity, plus performance pay at the time of separation (retirement or resignation) and does not include additional compensation for extra-curricular, extended employment or other additional compensation.

Section 8.4 - Determination Of the First HCSP amount. Up to one hundred (100) days of accumulated sick leave multiplied by the daily rate of pay at the time of retirement shall be contributed to the HCSP at the time of separation. The dollar amount for unused sick leave beyond one hundred (100) days as calculated according to Section 8.5 shall also be contributed to the HCSP at the time of separation.

Section 8.5 - Calculation Of Employee's second HCSP amount. Each employee shall be credited one (1) day for each year of service to the District. This total will be multiplied using the multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement or resignation. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Section 8.4. This total will be multiplied by the

employee's daily rate of pay at the time of separation and discounted by 3.5 percent. The discounted amount will be credited to the employee's HCSP.

Formula Multiplier Chart
(Accumulated Sick Leave Days = Formula Days)

Formula Days	Multiplier
171-180	3.38
0-170	2.50

1. The dollar amount for unused sick leave beyond one hundred (100) days will be discounted by 3.5%

EXAMPLE:

Years of Service	30.00
x 3.38	3.38
= Subtotal	101.40
+ Unused Sick Leave	180.00
= Total Days	281.40
x Daily Rate of Pay	$ 300.00
= Total Value of (HCSP)	$ 84,420.00
- First 100 Days	($ 30,000.00)
= Remainder	$ 54,420.00
- Discount	($ 1,904.70)
= Amount to MSRS	$ 52,515.30

Section 8.6 - Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or resignation.

Section 8.7 - The employee must give written notice of separation to the Senior Human Resources Manager prior to April 1 if not returning for the following school year, or three (3) months prior to separation if separating during the school year, except in cases involving serious illness or other justifiable cause, an employee may separate after such time limits with the approval of the Superintendent and may receive benefits under the HCSP.

ARTICLE IX
Paydays and Payroll Deduction Provisions

Section 10.1 – Paydays. All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. (Approximately every six years, there will be 27 pay periods, as a result an Employees pay will be adjusted accordingly.)

Effective July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

Section 10.2 - Method Of Payment. The employer may pay employees in the bargaining unit by depositing in such banks within the School District as the employer shall designate the net salary or wages owed to such employees in an account to be provided for each employee. Employees not desiring to do their banking with such banks as designated by the School District shall be permitted to withdraw such salary or wage payments from such banks without charge to the employee.

Section 10.3 - Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar, shall begin on the first payday following at least one (1) week's work for the School District.

10.4- Special Provisions.

A. United Way deductions shall be at a minimum of $10.00 and in regular payments of not less than $1.00 per month.
B. All insurance premiums shall be paid in advance of the month in which they are due.
C. Harbor Pointe Credit Union deductions shall be in multiples of $5.00 and may be altered not more than twice a year.
D. Tax sheltered annuity changes will be allowed at any time during the year.

ARTICLE X
Personnel Files

Section 11.1 - A member shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Administrative Offices or the local school office relating to the individual member as provided by Minnesota Statutes, Section 122A.41, Subd. 15, and to submit for inclusion in the file written information in response to any such material.

Section 11.2 - Identification or written authorization shall be required before access is given to any file.

Section 11.3 - All evaluations of a member shall be reviewed with the member by the immediate supervisor prior to filing. The member shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each member so evaluated shall be informed.

Section 11.4 - Official grievances filed by any member the grievance procedure shall not be placed in the personnel file of the member, nor shall such a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

Section 11.5 - All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

Section 11.6 - A member shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the Principal's signature.

Section 11.7 - Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name and reason for inspection.

ARTICLE XI
No Strike Clause

The Duluth Principals' Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a member covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless a member required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Members, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial five (5) working days of a strike or work stoppage. Such leave time shall be made up beyond the member's regular contract year, e.g. a forty (40) week member may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond his/her regular forty (40) week contract period. Should additional time, as determined by the Superintendent be necessary which exceeds the member's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

ARTICLE XII

Term Of Agreement

Section 13.1 - This Agreement shall be effective August 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from August 1, 2021 to July 31, 2023, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Section 13.2 - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2023, both parties shall present their proposals for changes in the agreement and commence negotiations for a new agreement.

Section 13.3 - This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota, this day 17th of May, 2022.

DULUTH PRINCIPALS' ASSOCIATION

By: _____
President

By: _____
Negotiations Chairperson

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chair of the School Board

By: _____
Clerk of the School Board

APPENDIX A

2021-2022 SALARY GRID								
Position	**Weeks**	**Class**		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Elementary Assistants	40	I	Annual	$89,576	$92,307	$95,177	$98,141	$101,412
			Monthly	$7,465	$7,692	$7,931	$8,178	$8,451
Middle School Assistants	42	II	Annual	$96,582	$99,791	$102,998	$105,623	$108,895
			Monthly	$8,049	$8,316	$8,583	$8,802	$9,075
Senior High Assistants	42	III	Annual	$96,972	$100,082	$103,290	$106,304	$109,575
			Monthly	$8,081	$8,340	$8,607	$8,859	$9,131
Elementary Principals	43	IV	Annual	$104,705	$108,088	$111,373	$114,757	$118,028
			Monthly	$8,725	$9,007	$9,281	$9,563	$9,836
Middle School Principals	45	V	Annual	$112,335	$116,084	$119,782	$123,428	$126,700
			Monthly	$9,361	$9,674	$9,982	$10,286	$10,558
Residential Principals	45	V	Annual	$112,335	$116,084	$119,782	$123,428	$126,700
			Monthly	$9,361	$9,674	$9,982	$10,286	$10,558
ALC/AEO Principals	45	V	Annual	$112,335	$116,084	$119,782	$123,428	$126,700
			Monthly	$9,361	$9,674	$9,982	$10,286	$10,558
Senior High Principals	46	VI	Annual	$120,421	$124,414	$128,407	$132,346	$135,618
			Monthly	$10,035	$10,368	$10,701	$11,029	$11,302

2022-2023 SALARY GRID								
Position	**Weeks**	**Class**		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Elementary Assistants	40	I	Annual	$91,592	$94,384	$97,319	$100,349	$103,693
			Monthly	$7,633	$7,865	$8,110	$8,362	$8,641
Middle School Assistants	42	II	Annual	$98,755	$102,036	$105,316	$108,000	$111,345
			Monthly	$8,230	$8,503	$8,776	$9,000	$9,279
Senior High Assistants	42	III	Annual	$99,154	$102,334	$105,614	$108,696	$112,041
			Monthly	$8,263	$8,528	$8,801	$9,058	$9,337
Elementary Principals	43	IV	Annual	$107,061	$110,520	$113,879	$117,339	$120,684
			Monthly	$8,922	$9,210	$9,490	$9,778	$10,057
Middle School Principals	45	V	Annual	$114,862	$118,696	$122,477	$126,205	$129,551
			Monthly	$9,572	$9,891	$10,206	$10,517	$10,796
Residential Principals	45	V	Annual	$114,862	$118,696	$122,477	$126,205	$129,551
			Monthly	$9,572	$9,891	$10,206	$10,517	$10,796
ALC/AEO Principals	45	V	Annual	$114,862	$118,696	$122,477	$126,205	$129,551
			Monthly	$9,572	$9,891	$10,206	$10,517	$10,796
Senior High Principals	46	VI	Annual	$123,130	$127,213	$131,296	$135,324	$138,670
			Monthly	$10,261	$10,601	$10,941	$11,277	$11,556

APPENDIX A
(Continued)

I. Salaries are determined by multiplying one's weeks of work per year by the weekly salary indicated on the appropriate step of the salary schedules unless otherwise provided herein.

II. Elementary Principals assigned to supervise more than one building shall receive a stipend of $35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

All Assistant Principals assigned to more than one building shall receive a stipend of $35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend will be in addition to the regular scheduled pay. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

APPENDIX B

Meet And Confer

When it is in the interest of either the District or the Principals' Association to discuss alternative employee benefits the meet and confer process will be utilized to resolve such issues.

Dated at Duluth, Minnesota, this 15th day of May, 2022.

DULUTH PRINCIPALS' ASSOCIATION

By: _____
President

By: _____
Negotiations Chairperson

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chairperson of the School Board

By: _____
Chief Negotiator

Memorandum of Understanding
Additional Professional Development and Leadership Stipend for 2021-2023 school years

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Duluth Principals Association ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for principals and other individuals employed in positions within the principal's bargaining unit (referred to herein as "Employees");

WHEREAS, during negotiations for the 2021-23 CBA, the parties agreed to execute this MOU outlining the parties' agreement to pay a Leadership Stipend in each of the contract years for the 2021-2022 and 2022-2023 school years;

NOW, THEREFORE, the Union and the District agree as follows:

1. For purposes of this MOU, the term "Employee" refers to individuals employed in a position that is in the principals' bargaining unit represented by the Union.

2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a Leadership stipend in the amount of $1200 for the 2021-22 contract year, and $1200 for the 2022-2023 contract year.

3. An Employee is eligible to receive the leadership stipend if one or both of the following two criteria are met:

    a. Employees employed on or after July 31, 2021 will be eligible for the 2021-2022 leadership stipend if they remain in active and eligible status through the members' contracted weeks. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after their last day on contract.

    b. Employees employed on or after July 31, 2022 will be eligible for the 2022-2023 leadership stipend if they remain in active and eligible status through the members' contracted weeks. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after their last day on contract.

4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the leadership stipend.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after July 31, 2023. No party may present or rely on this MOU as establishing any precedent or practice extending beyond July 31, 2023. This MOU will expire on July 31, 2023.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth below.

For _____
Independent School District No. 709

Dated: 5/17/22

For _____
Duluth Principals Association

Dated: 5/20/22

Memorandum of Understanding
One-Time Recruitment/Retention Stipend

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Duluth Principals Association ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for principals employed in positions within the principal's bargaining unit;

WHEREAS, the COVID-19 pandemic has caused staffing shortages and the District would like to offer retention incentives to respond to and address this problem;

WHEREAS, the District is willing to agree, on a one-time basis, to pay a $600 longevity and retention stipend during the 2021-22 school year to employees within the payment schedule and eligibility criteria defined below;

WHEREAS, during negotiations for the 2021-2023 CBA, the parties agreed to document the one-time longevity and retention stipend in a memorandum of understanding separate from the CBA;

NOW, THEREFORE, the Union and the District agree as follows:

1. For purposes of this MOU, the term "Employee" refers to individuals employed in a position that is in the principals' bargaining unit represented by the Union.

2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a one-time longevity and retention stipend in the amount of $600 for the 2021-22 school year.

3. An Employee is eligible to receive the longevity and retention stipend if one of the following two criteria are met:

    a. Employees hired and employed on or prior to July 31, 2021 are eligible if they have remained in active and eligible status through both parties' ratification of the 2021-2023 CBA. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle following both parties' ratification of the contract.

    b. Employees hired and employed after July 31, 2021 will be eligible if they remain in active and eligible status through June 10, 2022. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after June 10, 2022.

4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the one-time longevity and retention stipend.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after July 31, 2022. No party may present or rely on this MOU as

establishing any precedent or practice extending beyond July 31, 2022. This MOU will expire on July 31, 2022.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

For John Magnuson
Independent School District No. 709

Dated: 5/17/22

For Martha Stickle
Duluth Principals Association

Dated: 5/20/22

Memorandum of Understanding
Additional Professional Development for 2021-2023 school years

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Duluth Principals Association ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for principals and other individuals employed in positions within the principal's bargaining unit (referred to herein as "Employees");

WHEREAS, during negotiations for the 2021-23 CBA, the parties agreed to execute this MOU outlining the parties' agreement to add an additional eight (8) hours of professional development in each of the contract years for 2021-2022 and 2022-2023;

NOW, THEREFORE, the Union and the District agree as follows:

1. The District will schedule 16 hours of additional professional development, which will be spread out over the years of the contract and be completed by 2023. The professional development will be jointly created by Directors, the Assistant Superintendent, and the Union's Executive Board.

2. This additional professional development will be mandatory, will be scheduled on mutually agreed upon evenings, will be held during the members' work weeks and will be centered on District priorities.

3. The Union and the District have a shared expectation that employees will participate in the additional PD day to the maximum extent possible.

4. Employees will receive a stipend of $1000 for each additional 8 hours of professional development.

5. Employees who do not complete the professional development for any reason will not be eligible for the stipend.

6. The stipend will be paid with the next available payroll cycle following the professional development hours.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after July 31, 2023. No party may present or rely on this MOU as establishing any precedent or practice extending beyond July 31, 2023. This MOU will expire on July 31, 2023.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth below.

For _____
Independent School District No. 709

Dated: 5/17/22

For _____
Duluth Principals Association

Dated: 5/20/22

RESOLUTION

Acceptance of Donations to Duluth Public Schools

ISD 709
DULUTH PUBLIC SCHOOLS
MAY 17 2022
APPROVED BY
THE BOARD

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
Lincoln Park	Mark Shubert & Kay Nierengarten - Project Joy	$1,000.00	Food Shelf	
Lincoln Park	Denise Nord	In Kind		Misc. school supplies
Lincoln Park	Amy Kireta - Swenson College of Science and Engineering	In Kind	Student Incentive	Love Creamery Gift Card $20
Lincoln Park	Jim & Barb Schwartz	In Kind	Swim Club	Swimming Goggles
Lincoln Park	Alberta Marana	In Kind	Band	Donated 2 band instruments
Headstart	Jane Killough	$50.00		
Headstart	Jane Killough	$50.00		
Piedmont	Miller Hill Subaru	$3,000.00	Divided among 6 teachers who will each receive $500 AdoptAClassroom.org credit to be used to purchase materials for their classrooms	This donation came through AdoptAClassroom.org. It will be available to teachers for the 22/23 school year
Ordean-East	Krystal Kathleen Carl	$120.00	Choir as Needed	
Area Learning Center	Rotary Club of Duluth, Harbortown Minnesota USA, INC.	$1,500.00	School Progject	
Area Learning Center	Anonymous	$125.00	Student Holiday Auction	Katie Danielson's friend donated $125 cash to go towards the 2021 Holiday

				Auction
Area Learning Center	Edye Washington	$20.00	Student Holiday Auction	
Area Learning Center	Morgan Stanley	$340.00	Student Holiday Auction	$250 in Luce cards (Dean McCall $100, Sam Thiesie $50, Mark Brown $100) $90 in cash from the Morgan Stanley group
Area Learning Center	A&L Properties	In Kind	Student Holiday Auction	A&L properties went on the Amazon list created for the Student Holiday Auction and bought everything in the first list
Area Learning Center	Anonymous	In Kind	Student Holiday Auction	Items bought through Amazon
Area Learning Center	Tom Greene - Enbridge	$100.00	Student Holiday Auction	Donation of 4 $25 Amazon gift cards
Area Learning Center	Cindy Pattison	$50.00	Student Holiday Auction	Katie can hand deliver thank you note to Cindy for the $50 cash donation
Area Learning Center	Michelle Foster	$20.00	Student Holiday Auction	Katie can hand deliver thank you to Michelle for the cash donation
Area Learning Center	Bernie Bernham	$100.00	Student Holiday Auction	
Area Learning Center	Anonymous	$325.00	Student Holiday Auction	$25 cash and 30 $10 Luce gift cards
Area Learning Center	Anonymous	In Kind	Student Holiday Auction	4 1 lb. gummy bears and a watch with leather strap
Area Learning Center	Lynn	$100.00	Student Holiday Auction	2 $50 Luce gift cards
Area Learning Center	Great Harvest	$30.00	Student Holiday Auction	3 $10 GC to Great Harvest
Area Learning Center	Becky Gamache	In Kind	Student Holiday Auction	2 plushies & a beanie hat
Area Learning Center	Mike Bobbe	In Kind	Student Holiday Auction	Donation of a beanie hat, skydeer men's gloves & a Dove gift set
Area Learning Center	Jennifer Black	In Kind	Student Holiday Auction	2 adult onesies, buffalo plaid and tie dye. She will take a digital thank you note via amazon

Area Learning Center	Gloria McCourtney	In Kind	Student Holiday Auction	Mini griddle, UNO & Taco Cat card game
Area Learning Center	UHG	In Kind	Student Holiday Auction	Hair/skin products, 2 plush throw blankets, 4 $20 gift cards (dominos, holiday gas)
Area Learning Center	Victoria	In Kind	Student Holiday Auction	Victoria bought off our Amazon list and will take a digital thank you through our Amazon account
Area Learning Center	Phil Thouin	In Kind	Student Holiday Auction	Doggie Gift Basket
Area Learning Center	Chris Vold	$40.00	Student Holiday Auction	4 $10 gift cards to Subway
Area Learning Center	Mike Zwak & DFT	$200.00	Student Holiday Auction	Mike & the DFT donated 10 $20 gift cards to Subway
Area Learning Center	Mike Zwak & Rebecca Eder	In Kind	Student Holiday Auction	Mike & the DFT donated 10 $20 gift cards to Subway
Area Learning Center	Hamilton Smith	In Kind	Student Holiday Auction	Hamilton donated shower kits, caramels, mittens, ice fishing sled with bucket ice scoop, gear/rod bag, trembrelay fudge chunk and swags
Area Learning Center	Shana Vesel	In Kind	Student Holiday Auction	Shana donated an assortment of gifts for the students

ISD 709
DULUTH PUBLIC SCHOOLS
MAY 17 2022
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
DSACF – Duluth Public Schools Fund	Joshua Lehigh	Denfeld High School	$1,340.00	Audio Recording Studio
DSACF – Duluth Public Schools Fund	Steve Sandberg	Ordean East Middle School	$1,640.00	Coffee & Hot Chocolate Student Business
DSACF – Duluth Public Schools Fund	Stacey Achterhoff	Myers-Wilkins Elementary	$4,000.00	Create an Outdoor Classroom
DSACF – Duluth Public Schools Fund	Keely Waechter	Denfeld High School	$2,000.00	Denfeld Drama Technical Intensive

DSACF – Duluth Public Schools Fund	Phillip Thouin	Area Learning Center	$2,000.00	Duluth ALC Environmental Education Program
DSACF – Duluth Public Schools Fund	Lee Janson	Area Learning Center	$700.00	Graphic Novel Initiative
DSACF – Duluth Public Schools Fund & STEM	Kim Eaton	Stowe Elementary	DPS Funds $1,095 + STEM $205	Kindergarten Coders- Computer Science Fun!
DSACF – Duluth Public Schools Fund	Melinda Beaudry	Lakewood Elementary	$1,000.00	Literature Circles for EVERYONE!!
DSACF – Duluth Public Schools Fund	Christine Valento	Lincoln Park Middle School	$1,160.00	Ode to George Morrison: Anishinaabe Artist Study
DSACF – Duluth Public Schools Fund	Jennifer Kohel	Ordean East Middle School	$1,200.00	OEMS Mobile School Store
DSACF – Duluth Public Schools Fund	Rosslyn Kendrick	Laura MacArthur Elementary	$500.00	Ojibwe Artist Frank Bigbear Drawings
DSACF – Duluth Public Schools Fund	Brenda Goldfine	Lowell Elementary	$1,815.00	Oshki-Inwewin Family Engagement

DSACF – Duluth Public Schools Fund	Stacey Achterhoff	Myers-Wilkins Elementary	$1,500.00	School Garden Restoration
DSACF – Duluth Public Schools Fund	Jacinda Williams	Ordean East Middle School	$985.00	Secondary Speech-Language - Ordean MS & East HS
DSACF – Duluth Public Schools Fund	Emily Foyt	Piedmont Elementary	$1,380.00	Sensory Pathway for Piedmont
DSACF – STEM Funds	Kim Eaton	Stowe Elementary	$2,000.00	Small Scientists
DSACF – Duluth Public Schools Fund	Alesha Murphy	Myers-Wilkins Elementary	$2,000.00	Snack Station
DSACF – Duluth Public Schools Fund	Rosslyn Kendrick	Myers-Wilkins Elementary	$500.00	Social Emotional School Community Rock Garden
DSACF – Duluth Public Schools Fund	Amy Wicklund	Denfeld High School	$1,500.00	Square Register Kit for School Store
DSACF – Duluth Public Schools Fund	Amanda Goodreau	Laura MacArthur Elementary	$1,585.00	Support for Winter Outdoor play in Preschool