Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, July 19, 2022
Duluth East High School
301 N 40th Ave E
Duluth, MN 55804
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition** **3**
6. **Public Comment**
7. **Reading Communications, Petitions, Etc.**
8. **Report of the Superintendent**
   - A. Reports from Student School Board Representatives 4
   - B. Superintendent's Report 6
   - C. Schedule of Meetings and Events 18
9. **Report of Standing Committees**
   - A. Committee of the Whole
     - 1) Monthly Committee of the Whole *(July 12, 2022)*
   - B. Human Resources/Business Services Committee *(July 12, 2022)*
   - C. Policy Committee - none *(no July meeting)*
10. **General Board Committee Updates** **19**
11. **Consent Agenda** **20**
12. **Resolutions from Committee Reports**
    - A. HR-7-22-3892 - NCBAA Union Contract 2021-2023 317
    - B. HR-7-22-3894 - Date Correction - Directors Union Contract - PLACEHOLDER 350
    - C. B-7-22-3903 - Acceptance of Grant Awards to Duluth Public Schools 368
    - D. HR-7-22-3904 - EEA Union Contract 2021-2023 369
    - E. HR-7-22-3905 - DWIAA Union Contract - Pulled - To Board in August 2022
    - F. HR-7-22-3906 - Clerical Union Contract 387
    - G. B-7-22-3907 - Resolution Authorizing a Development Agreement with the City of Duluth Regarding Central on the Hill Property 414
    - H. B-7-22-3908 - FY24 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 429
    - I. B-7-22-3909 - FY23 Commercial Insurance Renewal 450
13. **Special Resolutions and Action Items**
14. **Questions / Other**
15. **Adjournment**

Dear School Board members,

Duluth East High School theater students performed in the Hennepin Trust Theater Spotlight Showcase.

The Spotlight Showcase is Minnesota high school theater's biggest celebration. Over 1,600 students participate in the awards and recognition event, presented by Hennepin Theatre Trust's *Spotlight Education* program.

22 cast members from Duluth East revived a number from their fall show, "Freaky Friday, the musical" and performed on stage at the historic State Theater in June.

Congratulations to all of these students and thank you for representing Duluth Public Schools.

Sincerely,
Anthony Bonds
Assistant Superintendent

School Board Meeting

Good evening everyone! I hope your summer is going well. My report is a bit short due to the summer time so I apologize.

Report

- The custodial and maintenance staff, along with some Denfeld students who have been hired to help this summer, have been hard at work cleaning and preparing the school for the upcoming school year.
- Summer School at Denfeld is wrapping up next week which will open up the rest of the building to be cleaned and reset for next year.
- 19 students attended the Close Up Program in Washington, DC during the week of June 19 to learn more about our government and how to be engaged citizens.
- Our Summer DASH program has been operating daily through our Full Service Community School serving between 5 and 15 kids depending on the day. Students participate in activities that are based in creating resiliency by connecting to the outdoors, positive experiences and relationship building. The program brings in community partners like UMD for STEM activities and Planned Parenthood. It is aligned with the summer school calendar to provide activities, tutoring and an opportunity to make up time required for summer school.
- Denfeld hosted the district wide Indian Education Enrichment Program for secondary students. 20 students participated in a variety of cultural activities including ribbon skirt making, drum making, traditional lacrosse, and college visits to Northwood and Fond du Lac Community Colleges. The program culminated with a trip to Red Cliff and Madeline Island learning about the tribal fishery program, tribal food sovereignty, music and storytelling from Frank Montano, and visited the burial site of Chief Buffalo and discussed treaty rights.
- School staff have been completing a lot of data entry from the 21-22 school year to both close the books on last year as well as use the data, including the school climate survey, for planning the 22-23 school year.

Thank you so much and I'm excited to get back to everyone!

Hi everyone! I want to first apologize for my absences as it has been unfortunate timing for the past couple of meetings that I have been unable to attend.
Luckily as it is summer there is naturally less to report on.
At the end of the school year, leadership groups like the Executive board and Association chose their new boards, presidents and officers for the coming year. Martyn Dahl and Oliver Miatke are the Association presidents and Rocco Paulson and I are next year's Executive Board presidents. Both groups had their own celebrations for the new members and have begun bonding exercises as well as planning for next year. There has also been lots of reflection of past events, how they can be improved and thoughts on what we want the next school year to look like.
In June, Exec and Association volunteered at Grandma's Marathon as well as Chum's Rhubarb Festival. Association helped set off and hand out rhubarb pie and Exec did face painting.
Ariel is going to be next year's fall musical and call backs were mid-june. Rehearsals start in August.
East has been having strength and agility training as well as open gym for many sports with upcoming seasons such as volleyball, football, basketball ect. on Mondays, Wednesdays, and Fridays.
Summer school started June 21st and ends August 27th.
Houndpack had an ice cream social at the end of the school year to congratulate freshmen on completing the year. This is a tradition loved by many.
Garden Club is a newly emerging club that began at the very end of the school year with the desire to reutilize the produce garden on the side of the school. With help from teachers and many students, they have been able to revive and liven up the space with many vegetables planted and ready for harvest in the fall. They water and weed on Mondays and Wednesdays consistently throughout the summer.
Cross country running has started captains practice and the official season starts in August. Their captains are Veronica Wahman, Oliver Miatke, Amelia Wise, Tyler Stark, and Aiden Thibault.

Superintendent's Report

Regular Board Meeting

July 19, 2022

ISD 709 Duluth Public Schools

Tonight's Topics

- Student Representatives' Reports
- COVID Planning Update
- Board Work Session Update
- Strategic Planning Update
- Welcome Back Unity Celebration
- Free and Reduced Lunch Reminder

ISD 709 Duluth Public Schools

COVID Planning Update

ISD 709 Duluth Public Schools

COVID Planning Update

- As of August 1, MDH will transition COVID-19 surveillance in PreK – grade 12 schools and child care settings to facility-level reporting. This means these settings will no longer report on every individual case but will instead submit aggregate numbers of cases from their facility on a routine basis. This transition aims to shift to more sustainable COVID-19 surveillance and data reporting.

- PreK-12 schools, certified child care centers, and child care programs licensed to serve 40 or more children will receive a weekly email with a link to report the total number of student and staff cases.

- We will continue to monitor our COVID rates and practices, but don't anticipate mandated mask wearing in the near future.

ISD 709 Duluth Public Schools

Board Work Session Update

ISD 709 Duluth Public Schools

Board Work Session Update

The board will be meeting in a work session tomorrow focusing on the following:

- Opening Activity
  - At the end of your time on the DPS School Board, what do you hope to have accomplished and what legacy would you want the board to have?
- Education Leadership System review and discussion
- Current reality review
  - Board members review April report, p4
  - Any additions or revisions?
- Leading in the public square framework
  - Board members bring ideas for an issue to use in activity
- Strategic Plan update
- 3-Year Board Governance work plan
  - Review homework from April session (board member ideas for plan)
  - Develop 3-year draft plan
- 2022-23 Board Goals
- Review of Current Policies

ISD 709 Duluth Public Schools

Strategic Planning Update

ISD 709 Duluth Public Schools

Strategic Planning Update

Strategic Planning Website

The planning process will run through the fall of 2022 and focuses on:

- Assessing Our Reality
- Describing Our Vision
- Setting Our Strategic Plan

Since our last board meeting, our Story Wall and Environmental Scan Reports were added to our website. Planning efforts have focused on internal operational plans for 2022-23. Broader strategic planning with the community will resume in September.

ISD 709 Duluth Public Schools

Welcome Back Unity Celebration

ISD 709 Duluth Public Schools

Welcome Back Unity Celebration

A beginning of the school year kickoff event will be held at Bayfront on Monday, August 29 from 4:00-7:00.

This is meant to be a unifying event to celebrate our schools as one district.

There will be entertainment, food trucks, school related vendors, and guest speakers etc.

Additional information will be shared over the next couple of weeks.

ISD 709 Duluth Public Schools

Free and Reduced Lunch Reminder

ISD 709 Duluth Public Schools

Free and Reduced Lunch Update

- We go back to paid meals starting Sept. 6
- Free and reduced lunch applications will be in the back to school packet. Families can also apply online at ***www.paypams.com/onlineapp***.
- Meal prices have increased 10 cents.
- Breakfast is free to everyone. Lunch at elementary costs $2.70 and $2.95 for middle and high.
- We feed every student every day regardless of lunch balance.
- USDA hasn't released the meal reimbursement rates for the new school year yet, so we won't have a really good idea on our budget until they do that. It's usually in mid to late July that they do that.
- We are also still waiting for guidance from the Minnesota Department of Education on how the Keep Kids Fed Act that was signed on June 25, 2022 by President Biden means for our meal programs.
- We are also looking into more grants, and farm to school opportunities to try and fill gaps in budgets, as well as offer students extra opportunities for nutrition if needed.

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 July 18 - July 22, 2022

Tuesday	July 19, 2022	6:30 p.m.	Regular School Board Meeting* East Media Center 301 N. 40th Ave. E.
Wednesday	July 20, 2022	4:00 p.m.	School Board Work Session East Media Center 301 N. 40th Ave. E.

Week of July 25 - July 29, 2022

None

Week of August 1 - August 5, 2022

Thursday	August 4, 2022	3:30 p.m.	Policy Committee UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108
Thursday	August 4, 2022	4:30 p.m. *(or to immediately follow the Policy Committee)*	Monthly Committee of the Whole UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108

Week of August 8 - August 12, 2022

Monday	August 8, 2022	4:30 p.m.	HR/Business Services Committee UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108

**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
July 15, 2022

The Long Now:
Considering the Big Picture of Education Transformation

August 10, 2022 | 2:00-3:30 pm

In-person or online via Zoom

Register HERE

Thoughtfully engaging with the future can unlock creative and innovative leadership capacity we need to solve the problems of tomorrow. If we hope to create a more equitable, joyful, and personalized future of learning, we must look beyond the current moment, even as current needs feel pressing.

Join KnowledgeWorks, Grantmakers for Education, Minnesota School Board Association (MSBA), Association of Metropolitan School Districts (AMSD), and University of St. Thomas, for a conversation with Dr. Duchess Harris and Dr. Ulcca Joshi Hansen, who will help leaders and innovators consider the past and future context and learn to take the long view of education transformation.

Grantmakers FOR EDUCATION

KnowledgeWorks

AMSD

Association of Metropolitan School Distric

MSBA MINNESOTA SCHOOL BOARDS ASSOCIATION

Where School Boards Learn to Lead

***Location and Zoom link will be sent prior to the event**

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, July 19, 2022
Duluth East High School
301 N 40th Ave E
Duluth, MN 55804
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Regular School Board Meeting - June 21, 2022 3
      2) Special School Board Meeting Re: Bid #1305 Approval - June 23, 2022 7
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report
            (1) HR Staffing Report
         b. Other Action Items - None
      2) Business Services
         a. Financial Report - June financials will be provided at a later date (after being audited)
         b. Bids, RFPs and Quotes
            (1) Bid #1306 - Central High School Demolition
         c. Other Action Items
         d. Fundraisers
         e. Contracts, Change Orders, Leases - None
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
         a. Presentation Items Requiring Approval
         b. Duluth Head Start 2022-23 Continuation Grant Application, Transportation Waiver, Self Assessment and State Grant (*April 5, 2022 COW*) 8
         Duluth Preschool Supervisor & Head Start Director Sherry Williams
         Duluth Preschool Supervisor & Head Start Director Sherry Williams presented the Duluth Head Start 2022-2023 Continuation Grant Application, COLA grant, Quality Improvement Grant, Transportation Waiver, Self Assessment, and State Grant.
         c. 2022-23 Family and Student Handbook Updates
      4) Other
         a. Diploma Requests - None
         b. Field Trip Requests - None
         c. Data Sharing Agreements - None
   C. **Approval of Policy Readings - None**
      1) First Readings - None

2) Second Readings - None
3) Annual Review - None

D. **Approval of Committee Reports**

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

1) Monthly Committee of the Whole - July 12, 2022 18
2) Policy Committee - None - no July meeting
3) Human Resources/Business Committee - July 12, 2022 27

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, June 21, 2022

Members Present
Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Amber Sadowski
Paul Sandholm

Others Present:
John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

Absent:
Jill Lofald
Alanna Oswald
Sariyah Crawford (Denfeld)
Ailee Naus (East)

- Vice Chair Loeffler-Kemp called the Regular School Board meeting June 21, 2022 to order at 6:36 p.m.

M-Loeffler-Kemp, S-Kirby, to amend the agenda to include the Superintendent Evaluation. Upon a vote, the same was approved – 5-0.

M-Loeffler-Kemp, S-Eder, to amend the agenda to include the Field Trip Request for American Indian Education. Upon a vote, the same was approved – 5-0.

M-Loeffler-Kemp, S-Eder, to amend the agenda to remove Resolution HR-6-22-3891 Clerical Bargaining Agreement. Upon a vote, the same was approved – 5-0.

M-Loeffler-Kemp, S-Kirby, to amend the agenda to remove HR-6-22-3899 Approval of Probationary Extension. Upon a vote, the same was approved – 5-0.

M-Eder, S-Kirby, to approve the agenda as amended. Upon a vote, the same was approved – 5-0.

School and Community Recognition
June 2022

***

Assistant Superintendent Bonds presented the School and Community Recognition

Public Comments
June 2022
*****

Karen McCormick, spoke to the school board regarding pool access at Lincoln Park Middle School.

Communications, Petitions, Etc.
June 2022
****

Vice Chair Loeffler-Kemp stated that there were no communications received.

Superintendent's Report
June 2022
****

Superintendent Magas presented the Superintendent's Report. Topics included the following:

- Leadership Transition Update
- Duluth Leadership Team Update
- Strategic Planning Update
- Superintendent's Evaluation Update

Drawing for the Fred Hase Scholarship winners.

Monthly Committee of the Whole Report
June 2022
****

Assistant Superintendent Bonds, presented the Committee of the Whole report which was available electronically to each school board member.

Human Resources/Business Services Committee Report
June 2022
****

Member Eder presented the Human Resources/Finance Committee report which was available electronically to each school board member.

Facilities Manager Dave Spooner gave an update on the Central on the Hill construction project.

Policy Committee Report
June 2022
****

Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

General Board Committee Updates
June 2022
****

Member Loeffler-Kemp verbally presented the Community Action Committee report.
Member Loeffler-Kemp verbally presented the Duluth Public Schools Foundation report.
Member Sadowski verbally presented the City of Duluth Park & Recreation Board report.

Consent Agenda
June 2022
****

M-Kirby, S-Eder – to approve the Consent Agenda. Upon a vote on the consent agenda, the same was approved – 5-0.

Resolutions from Committee Reports
June 2022
****

HR-6-22-3892 Approval of NCBAA Collective Bargaining Agreement

M-Kirby, S-Eder to approve HR-6-22-3892 Approval of NCBAA Collective Bargaining Agreement. Upon a vote, the same was approved – 5-0.

HR-6-22-3894 Approval of Directors Bargaining Agreement

M-Eder, S-Sadowski to approve HR-6-22-3894 Approval of Directors Bargaining Agreement. Upon a vote, the same was approved – 5-0.

HR-06-22-3898 Approval of HR Termination of Non-Renewal Staff

M-Sadowski, S-Kirby to approve HR-06-22-3898 Approval of HR Termination of Non-Renewal Staff

B-6-22-3895 Approval of 2022-2023 Resolution for Membership in the Minnesota State High School League

M-Sandholm, S-Kirby to approve B-6-22-3895 Approval of 2022-2023 Resolution for Membership in the Minnesota State High School League. Upon a vote, the same was approved – 5-0.

B-6-22-3897 Acceptance of Grant Awards to Duluth Public Schools

M-Loeffler-Kemp, S-Sadowski to approve B-6-22-3897 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – 5-0.

B-6-22-3902 Adoption of FY23 Budget

M-Kirby, S-Sadowski to approve B-6-22-3902 Adoption of FY23 Budget. Upon a vote, the same was approved – 5-0.

Special Resolutions/Other Action Items
June 2022
****

SP-6-22-3901 Resolution Gun Violence Awareness Day

M-Loeffler-Kemp, S-Sandholm to approve SP-6-22-3901 Resolution Gun Violence Awareness Day. Upon a vote, the same was approved – 5-0.

SP-6-22-3900 Authorizing School Board Members' Attendance at the MSBA Summer Seminar

M-Sadowski, S-Eder to approve SP-6-22-3900 Authorizing School Board Members' Attendance at the MSBA Summer Seminar. Upon a vote, the same was approved – 5-0.

Other
June 2022
****

M-Eder, S-Kirby to adjourn the meeting. Upon a vote, the same was approved – 5-0.

- Vice Chair Loeffler-Kemp adjourned the Regular School Board Meeting of June 21, 2022 at 8:29 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: UnitedHealth Group Building, 4316 Rice Lake Rd., Suite 108 Duluth, Minnesota 55811, on

Thursday, June 23, 2022

Members Present:
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Amber Sadowski
Paul Sandholm

Others Present:
John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

Members Absent:
Kelly Durick Eder
Alanna Oswald

- Chair Lofald called the Special School Board meeting of June 23, 2022 to order at 4:03 p.m.

Approval of Bid #1305, Asbestos Abatement – Central High School.

M-Sandholm, S-Loeffler-Kemp to approve Bid #1305, Asbestos Abatement – Central High School. Upon a vote, the same was approved – 5-0.

M-Kirby, S-Sandholm to adjourn the meeting. Upon a vote, the same was approved – 5-0.

- Chair Lofald adjourned the Special School Board Meeting of June 23, 2022 at 4:15 p.m.

Duluth Public School Federal Head Start Continuation Grant

Fiscal Year 2023

Funding Type	**Federal Head Start**
Program Operations	$2,500,360
Training and Technical Assistance	$28,958
Federal Funded Enrollment	224 students
Total Funding	**$2,529,318**

This is year two of a five- year grant cycle.

Grant Goals remain:

1. High Quality Inclusion: Navigating Trauma

- Program wide Professional Learning Communities (PLCs) with Early Childhood Special Education staff ensuring collective efficacy in our inclusion practices

2. Walking the Talk of Equity and Inclusion

- Oshki-Inwewin: A program that infuses curriculum with Ojibwe language and culture
- Equity Team: A diverse group of parents and community members providing feedback to our program to best meet the needs of historically underestimated people.
- Continued PD/book studies on the topics of antiracism and best practice for meeting the needs of students most vulnerable to historical trauma

3. Fostering Resilience with a Focus on Health and Wellness

- Increased time in Nature
- YMCA Collaboration
- Health and Wellness Focus for families and staff

We ask that this grant be approved.

_____ _____

Signature of School Board Chair Signature of Policy Council Chair

Duluth Public Schools Head Start Program

FY23 State Head Start Application

Program	Funding Level	State Funded Enrollment
Families in Transition	**$225,464**	**12 Early Head Start, 5 Preschool Age**
Home Base Head Start	**$163,266**	**12 Preschool Age**
State Grant Total	**$388,730**	

The State Head Start Grant fully funds the following positions:

- 2 Families in Transition Teacher/Advocate: 30 hours per week each serving 6 children age birth to 3, and 2-3 preschool age children
- 1 Home Base Teacher/Advocate: 40 hours per week, serving 12 preschool age children

The State Head Start Grant partially funds the following positions:

- 2 Clerical Staff
- Program Director
- 5 Service Area Coordinators
- Recruiter

In addition, grant funds pay for general and classroom supplies, food, transportation contracts, mileage, travel, dues and memberships, printing, conference registrations, lodging, meals, insurance (a small policy is required for each Head Start child), and indirect charges paid to ISD 709.

Duluth Head Start Federal Grant FY 2023

Transportation Waiver

History: In 2017, Duluth Public Schools applied for and received Voluntary PreK (VPK)dollars from MN Dept of Education. This funding was designed to provide a preschool experience for 4 - year olds at schools exhibiting a need. Transportation to and from school was a requirement. Since our district also serves 4-year olds from two additional funding streams, Head Start and School Readiness, it was agreed that transportation would be granted to all 4-year olds attending preschool, as long as the transportation aligns with the elementary school day. This has eliminated access barriers, which can be significant, particularly for Head Start families who must meet federal poverty guidelines to be eligible for the program. Offering transportation results in increased enrollment and improved attendance for students.

Head Start funding has federal guidelines for transporting children that require additional safety measures, such as child restraints and bus monitors (Performance Standards 1303.71(d) and 1303.72(a)(4)). We ask that these measures be waived, so that our children can ride the bus as VPK 4-year olds, and Kindergarten students can.

With children's safety of utmost concern, our Policy Council supports this plan contingent on the following:

Safety Guidelines for Preschool Children on School District Buses

1. This opportunity is only for children who have turned four by September 1.

1. An adult must be present as the child is picked up and dropped off. If the adult is not a parent, it must be someone who the parent designates may take the child home from a bus stop.

2. Children will wear safety vests to increase visibility as a preschool student*.

3.Children will sit at the front of the bus, closest to the bus driver.

4. Preschool children will participate in a bus safety presentation on the first day of school.

5. Riding the bus is voluntary. If parents feel uncomfortable putting their child on a bus, they may still self- transport.

6. Head Start students have to follow Covid-19 guidelines outlined by the Head Start Performance standards, which at this time, include masking*.

***indicates newly revised safety guidelines**

We ask that you waive the requirements for child restraints and bus monitors, so Head Start four -year- old children can continue to access the comprehensive services provided by Duluth Head Start. Enabling access to programs designed to enhance school readiness for children whose families are experiencing poverty, should continue to be a priority for Duluth Public Schools.

Respectfully Submitted by Sherry Williams, Head Start Director

By signing below, you are indicating support for this Transportation Waiver.

_____ _____

Jill Lofald, School Board Chairperson Date

_____ _____

Felicia Fanaselle, Policy Council Chairperson Date

Self Assessment 2021

Introduction: Duluth Head Start serves preschool aged children in 7 out of Duluth's 9 elementary schools. With the school district as our grantee, we are positioned well to bridge the gap between home and school.

Methodology:

We are shifting the timeline of our Self Assessment to the end of the year, versus March, when it has historically been done. This gives us an entire data set to use which seems more in line with what we are charged to capture.

Data reviewed: DRDP results: Year end 2021; Program Information Report (PIR); Parent Engagement; Attendance; Staff and Parent Surveys

Team: Planning Team: (representation from each site and job role; parent); Becky Crane, Early Childhood Special Education Coordinator

Key Insights:

2020-2021 was an unusual pandemic year.

Model Changes: Following our school district model, we offered programming in three different modes: Hybrid, Distance, and Full In Person.

Hybrid: Half of the class came Monday and Tuesday, we cleaned on Wednesday, the other half came on Thursday and Friday.

For half day sessions, the am class came Monday and Tuesday, we cleaned on Wednesday, the pm class came on Thursday and Friday. Sessions were lengthened to 5.75 hours. Class sizes were capped at ___.

*Half day sessions remained in Hybrid the full year, as we continued to feel that mid week cleaning would keep potential transmission of Covid-19 down. We also felt it important to maintain a consistent routine for the classes that often have our youngest children.

Distance Learning: There was an approximate month of distance learning. Families were provided with tablets and hot spots if needed, and teachers met virtually with children and posted lessons on the SeeSaw platform. Attendance was challenging to track as there are different ways of accessing SeeSaw: a parent account and a child's account. Additionally, we had a full Distance Learning class that operated the entire year with virtual programming.

Absences: There were more absences than a typical year. Quarantines and Isolation due to positive Covid-19 tests, meant that kids were not in school as they would be in a typical year.
Enrollment was low: Many families opted to keep children out of preschool with pandemic rates climbing in our community. Many classrooms experienced smaller class sizes. Very few behavior concerns were brought up as a result.
Parent Engagement: To keep transmission down, parents were not allowed to enter schools. All parent engagement happened offsite or virtually. For some families this was a great option, but for others it was not engaging enough. It takes a special skill set to engage with families virtually.

Topics and Questions for Self Assessment:

1. **Are students making adequate progress across all domains and demographics?**
2. **How are we maintaining our commitment to equity, diversity, and inclusion?**
3. **Are families engaging with our program in ways that create meaningful change in their lives?**
4. **Are teachers feeling supported as they navigate challenging behaviors in their classrooms?**

Progress on Goals:

<u>School Readiness</u>

- Despite less time in the program, students made very good progress. Students with IEPs made significant gains across all domains.
- Demographically, students of color, while making great progress, remained lower than their white counterparts, particularly in the area of cognition, with Black and Mixed Race students scoring below 50% in this area.
- Students in half days made similar gains to students in full days, despite only being in school two longer days per week.
- Head Start eligible three year olds scored above 82% in four out of five domains. The fifth domain, self regulation, scored 77%.
- Head Start eligible four year olds scored between 64 and 75% in all domains. (VPK and School Readiness funded children scored between 75 and 81% in all domains).
- Females scored better across all domains.

- Head Start eligible students on IEPs made significant progress, moving up 20-49% in all domains.
- Smaller class sizes due to limited enrollment, coupled with more lengthy absences had teachers identifying fewer behavior concerns.

Equity Team

- Parents on the Equity Team felt that students of color need to see teachers of color at school. We have very low staff turn over, but this was expressed over and over. Every effort will be made to have people of color in leadership roles in classrooms.
- Parents on the Equity Team also encourage the use of books and materials that reflect the racial makeup of the class.

PFCE

- Many Family Strengths Surveys were completed in the fall, and around half were completed in the spring.
- Most families were looking for crisis assistance
- Most families hear about our program through word of mouth.
- One third of families felt they did not receive information that helped them understand their children better.
- Close to half of families did not make connections with other families
- Parents were not allowed in school buildings to reduce the spread of Covid-19

PIR

- 34% of students are overweight or obese in the fall.

Staff Survey

- Staff seemed to appreciate holding virtual staff meetings.
- Smaller class sizes seemed to result in fewer challenging behaviors.
- The times challenging behavior was most common was during transitions and teacher directed large groups.
- Aggressive behavior, running away, and high volume yelling and crying were the top challenging behaviors.

- Keeping an online platform like SeeSaw allows teachers to easily share photos with families and the program to share program wide information with families.

Recommendations

School Readiness:

The Social Emotional Domain saw the lowest scores in the DRDP. This will continue to be an emphasis in classrooms, particularly as the classroom experience as we know it was interrupted multiple times due to Covid-19 in the 2020-21 school year.
Continued monitoring of the achievement of all sub groups will be important as we work to achieve success for all.
We must also determine if our current process of monitoring rate of growth is sufficient, or if we should also have target goals within each domain.

Equity Recommendations:

Closing the opportunity gap needs to be an ongoing goal for our program, to assure that all our preschool students have similar experiences as their peers.

Diversifying our staff in any way possible should continue to be a focus as vacancies occur. If we are not drawing a diverse pool of applicants, we need to access diverse representation from community partners in any ways possible, to provide connections and role modeling critical to students and families of color.

PFCE Recommendations:

Each site needs to offer a menu of options for families to participate in, and determine at the site level, how to best reach families. For some sites, that may be a Family Night, for others small groups of families gathering for coffee and conversation.
When parents are allowed to fully participate, we will need to spend time rebuilding the Parent Committee to advise and steer the direction of family engagement at the site level.

Data tracking in this area will continue to be improved. Close monitoring of data going into Child Plus will help us identify where additional procedures need to be implemented.

Concerted effort needs to be given to make sure all families are given information that helps them understand their child better, and that they have opportunities to connect with other families.

Health and Wellness:
With teacher burnout and stress a serious concern, we need to respond to concerns teachers are sharing, and do what we can to best support them.
We need to support Health and Wellness with students, families, and staff by continuing to partner with the YMCA, and other local organizations with similar health and wellness goals.

Respectfully submitted to the Governing Board and Policy Council for approval on April 5, 2022. As we shift this process to June, a second self assessment will be completed at that time for the 2021-2022 school year.

_____ _____

Signature of Governing Board Chair Signature of Policy Council Chair

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, July 12, 2022
UnitedHealth Group Building
4316 Rice Lake Road
Suite 108
Duluth, MN 55811
5:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval
       - a. 2022-2023 Family and Student Handbook Update 2
         Assistant Superintendent, Anthony Bonds
     - 2) Resolutions - None
     - 3) Other Action Items - None
   - B. Informational Items
     - 1) Presentations
       - a. Science Adoption Changes 3
         Director of Elementary Education, Brenda Spartz
     - 2) Head Start Deficiency 5
       Early Childhood/Head Start Coordinator, Sherry Williams
     - 3) Secondary Schedule Task Force 9
       Director of Secondary Education, Jen Larva
   - C. Other - None
4. **ADJOURN**

Changes to the Family and Student Handbook

- Change the welcome letter for the Superintendent and Assistant Superintendent (pg. 3-4)
- Remove and change School Board member Sally Trnka to say Amber Sadowski (pg. 5)
- Remove Katie Danielson's picture and name and change it to TBD and a blank picture (pg. 6)
- Remove Myers-Wilkins principal picture and name Amy Worden and put in TBD and a blank picture (pg. 7)
- Remove and change Community Education & Services name Jay Roesler and picture and put TBD and a blank picture (pg. 9)
- Change the Hazing definition on page 55 **which was adopted on February 15, 2022 :**
    - Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition. Refer to Policy 526 Hazing Prohibition.
- On page 66 change the Hazing Prohibition link to state 526 - Hazing Prohibition and the link to the updated policy.
- On page 78, remove the 5083 Hazing Prohibition policy and add the updated 526 Hazing Prohibition policy.

Original Proposal
Presented on April 6, 2021 to Monthly Committee of the Whole Board Meeting
Presented on April 27, 2021 at 6:30 pm, - Monthly Committee of the Whole Board Meeting - Regular School Board Meeting
(The original proposal is below)

Curriculum Update for Committee of the Whole Science Adoption for Elementary and Secondary School

Science Adoption for Elementary and Secondary School
The K-12 Science Committee has completed the curriculum review process for Elementary and Secondary Science. As a result of this extensive review process, which included curriculum writing, reviewing/aligning benchmarks, and evaluating materials from several vendors, it was determined that the best components required for Science curriculum delivery as well as content literacy will be as follows:

Elementary Science Proposal:
Purchase Elevate Science by Saavas. After reviewing three different vendors, it was determined that Elevate Science would provide the best match to the curricular needs of the district. The program includes digital resources, leveled readers, and kit materials.

Total Cost of K-5 Science Proposal: $395,986

Secondary Science Proposal:

- **Textbooks Adoption**
    - High School: TBD (see note below)
    - 6-8th Grade: Science Dimensions-Houghton Mifflin Harcourt publisher
        - Of the publishers reviewed, Science Dimensions had the most authentic and most phenomena based learning woven into their curriculum.
        - Science Dimensions assessments were at higher Depth of Knowledge and included Performance Based Assessments for most benchmarks.
        - Two of the final publishers' learning management systems reviewed, including HMH, work within Canvas

Total Cost of 6-8 Science Proposal: $195,220

Total for Science K-8 Curriculum Adoption: $591,206

Note regarding the status of the 9-12 materials review: The curriculum review process for grades 9-12 will start the fall of 2021. The review process includes professional development, standard alignment, and review of curriculum material. A final decision of curriculum purchase will be brought to the board spring of 2023.

June 2022 Updates:

The Science adoption team was asked to review the current elementary proposal and vendors and research other options. After a year long pilot it was decided by the team to adopt the following:

Elementary Science Proposal:

Purchase Elevate Science by Saavas. After reviewing three different vendors, it was determined that Elevate Science would provide the best match to the curricular needs of the district. The program includes digital resources, leveled readers, and kit materials.

This will be a staggered implementation, beginning in the school year 22-23 with third grade. Not included in the anticipated cost is the curriculum writing.

Total Cost of K-5 Science Proposal: $460,840.28

The current quote does not include Spanish Immersion, additional anticipated cost to be purchased in 2022-2023 - $65,000.

Total Anticipated Cost of K-5 Science Proposal: $525,840.28 an increase of $129,854.28.

Total Actual Cost of 6-8 Science: $273,819.97 increase of $78,599.97

Total Anticipated Cost of K-8 Science Adoption: $799,660.25 increase of $208,454.25

Anticipated Cost of 9-12: to be determined as the curriculum review process has just begun.

Duluth Head Start has been found to have a DEFICIENCY.

A deficiency is defined as:

As defined in the Head Start Act, the term "deficiency" means:

(A) a systemic or substantial material failure of an agency in an area of performance that the Secretary determines involves:

(i) a threat to the health, safety, or civil rights of children or staff;

(ii) a denial to parents of the exercise of their full roles and responsibilities related to program operations;

(iii) a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management;

(iv) the misuse of funds received under this subchapter;

(v) loss of legal status (as determined by the Secretary) or financial viability, loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; or

(vi) failure to meet any other Federal or State requirement that the agency has shown an unwillingness or inability to correct, after notice from the Secretary, within the period specified;ents of the exercise of their full roles and responsibilities related to program operations;

(iii) a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management;

(iv) the misuse of funds received under this subchapter;

(v) loss of legal status (as determined by the Secretary) or financial viability, loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; or

(vi) failure to meet any other Federal or State requirement that the agency has shown an unwillingness or inability to correct, after notice from the Secretary, within the period specified;

(B) systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or

(C) an unresolved area of noncompliance.

Head Start Performance Standards we are in violation of are:

1302.90 Personnel policies. (c) Standards of conduct. (1) A program must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that: (ii) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not: (G) Physically abuse a child.

We did not ensure all staff did not maltreat or endanger the health and safety of children, including, at a minimum, staff must not physically abuse a child.
On April 26, 2022, a teacher at the Piedmont Elementary Head Start Center caused a 4-year-old child to fall and hit his head on the stairs.

An Early Childhood Specialist and a Grantee Specialist have been assigned to our program, who will help determine a root cause analysis and assist us in developing a corrective action plan.

We will need to correct this deficiency by September 30, 2022.

I have shared the full report, issued by the Office of Head Start, with you as well.

Secondary Schedule Task Force Update

Under the project leadership of Jen Larva, Director of Secondary Teaching Learning and Equity and Anna Cawcutt, Secondary Curriculum Coordinator, the Secondary Scheduling Task Force has reconvened to evaluate and make recommendations to the school board for changes to the secondary schedules. These changes will be necessary to ensure implementation of the 2018 MN Arts Standards requirements and schedules that best meet the needs of students in Duluth Public Schools.

Historical Perspective:
In 2017, a Secondary Scheduling Task force was established to respond to the needs of students in Duluth Public Schools by looking at a variety of scheduling options at the secondary level, while responding to community feedback and how the current schedule impacted district goal improvement.

The Secondary Schedule Task Force presentation was made to the school board (February 2018) with these recommendations:

- After reviewing 35 schedule options two to five were selected that meet these criteria:
  - Surveyed desires of the community
  - Ensure alignment to Key District Strategies (MTSS, PLCs, Safe and Welcoming Environment)
  - Other considerations were taken into account

No decision was made to move forward with the secondary scheduling changes.

Present Update:
Due to the changes in the 2018 MN Art Standards Middle School students:

- must be offered/have access to at least three and required to meet benchmarks in at least two Arts areas **every year**
- All benchmarks in an area must be met in a year in order to fulfill this requirement

These changes require the committee to evaluate the current schedule and implement changes.

Differences in 2008 vs 2018 Art Standards:

- Currently, students are required to have arts instruction every year (per compulsory education law); under the 2008 standards, within the 6-8 grade band, they must meet the standards/benchmarks in two of the arts areas at some point.
- Because the 2018 arts standards/benchmarks are grade-level, that leads to the requirement that students meet the standards/benchmarks in two arts areas each year for students K-8. The initial implementation year for the 2018 arts standards is 2023-24.

The Secondary Schedule Task Force, using the guidelines set by the committee in 2016-17, is moving forward to review the recommendations and options for changing the middle school and potentially high school schedules for the implementation in the 23-24 school year.
The goals of the committee are:

- To collaboratively work within the Labor Management process as we revisit the current structure of the secondary schedule and explore future possibilities.
- To implement the 2018 MN Arts Standards and requirements while supporting teachers and maintaining or increasing opportunities for students by the 2023-2024 school year.
- In order to fully implement the changes in the Secondary Schedule it is anticipated that a decision will be made by the committee by August, 2022 with presentation to the Committee of the Whole School board by August 4, 2022.
- Design a communication plan to keep all stakeholders informed of the process.

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, July 12, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - Marsh & McLennan Agency for commercial insurance renewal (agenda item 3.H). Representative Dee Ann Briegel from Marsh & McLennan Agency will be attending the July HR/Finance Committee to present information regarding the commercial insurance renewal including premiums, policy changes, coverages, etc.**
2. **Department Reports**
    A. **Human Resources**
        1) HR Monthly Department Summary Report 3
    B. **Business Services**
        1) Finance Department Report - Verbal
            a. Finance Education: Topic
        2) Enrollment Report - None (Reports will resume in October 2022)
        3) Child Nutrition Department Report 5
        4) Facilities Department Report 6
        5) Technology Department Report 9
        6) Transportation Department Report 10
3. **Recommended Resolutions**
    A. HR-7-22-3892 - Date Correction - NCBAA Union Contract - PLACEHOLDER 11
    B. HR-7-22-3894 - Date Correction - Directors Union Contract - PLACEHOLDER 12
    C. B-7-22-3903 - Acceptance of Grant Awards to Duluth Public Schools 13
    D. HR-7-22-3904 - EEA Union Contract - PLACEHOLDER 14
    E. HR-7-22-3905 - DWIAA Union Contract - PLACEHOLDER 15
    F. HR-7-22-3906 - Clerical Union Contract - PLACEHOLDER 16
    G. B-7-22-3907 - Resolution Authorizing a Development Agreement with the City of Duluth Regarding Central on the Hill Property 17
    H. B-7-22-3908 - FY24 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 32
    I. B-7-22-3909 - FY23 Commercial Insurance Renewal 53
4. **Consent Agenda**
    A. HR Staffing Report 58
    B. Finances

1) Financial Report - June financials will be provided at a later date (after audited)
2) Fundraisers 61
C. Bids, RFPs, and Quotes
1) Bid #1306 - Central High School Demolition 62
D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
A. Summary of Harassment Complaints FY22 88
B. District Properties Update 89
C. Expenditure Contracts 92
D. No Cost Contracts - None
E. Revenue Contracts 256
F. Grant Applications 271
G. Change Orders Signed - None
H. Referrals to Policy Committee - None

Human Resources Report Summary
July 2022 Activities

1) Staffing Updates:

Number of staffing changes Received by HR during the month of June. This is a summary of the consent agenda.

	Certified	**Non-Certified**
# New Hires	0	4
# Retirements	0	2
# Resignations	3	5
# Leave of Absences	7	6

2) HR Department Updates:

Amber Pietrusa was hired as an HR Assistant on July 5, 2022 and will serve as the front desk person in the Human Resources Office and will process all new hires and provide general support. Amber comes to the District with 17 years of experience at UnitedHealthcare and a wealth of benefits related knowledge. Amber also serves as the Head Girls Track Coach at Denfeld. We welcome her to the team.

Our Benefits Coordinator, Shana Vesel will resign in late July after securing a Benefits Coordinator position with Amazon. Shana served the District for almost 7 years and was responsible for administering and maintaining all District benefits, health & wellness programs, and processing all retirements and leaves. We are excited for her new opportunity and wish her well in her new position.

The District will be pursuing a contract with Teachers on Call to manage our substitute pool for licensed teachers, paraprofessionals, and early childhood education staff. In addition, we will be moving to electronic background checks for all employees and volunteers.

3) Benefits Updates:

Benefits staff are processing multiple COBRA continuation coverage elections due to retirements, resignations, non-renewal and end of appointments. The final Health Care Savings Plan severance letters will be distributed to recent retirees by the end of July. For the month of July, there is a Calm app Challenge - anyone who has previously signed up or signs up prior to July 31st will be in a drawing for a $100 gift certificate to Infinity Massage and Wellness. Current percentage of eligible employees signed up for the app: 28.5%.

4) Hiring Updates:

Through 07/08/2022, we have posted 193 Certified positions. Of those postings, we have extended offers to 88 with more happening everyday.

Through 07/08/22, we have posted 95 Paraprofessional positions for the 2022-23 school year. Of those postings, we have extended offers to 67 with more happening everyday.

Current Openings as of July 8, 2022:

Licensed:	**Non Licensed:**
Teachers, High School (2)	Administrative/Management (1)
Teachers, Middle School 35)	Food Service (16)
Teachers, Special Education (9)	Paraprofessionals (19)

5) Contract Negotiations:

Tentative Agreement reached with Executive Employees Association (EEA) on June 29, with membership voting to accept on July 6, 2022.

Tentative Agreement reached with Duluth District Wide Instructional Administrators Association (DDWIAA) on July 7, 2022. Membership will be voting next week.

Mediation for National Conference of Fireman and Oilers is scheduled for July 20, 2022. Main issues still open are addition of Field Engineer position, vacation and sick leave accrual process, minimum work hours for bus drivers, and wages.

Child Nutrition Report
June 2022

Human Resources Activity:

- **New Employees Hired**: ZERO
- **Promotions**: 1 Kerri Shea was promoted to the Production Manager at Denfeld Highschool
- **Employee Resignations/Retirements:** 1 Nam Ly – Homecroft Assistant

Jobs Open for Fall 2022

Denfeld	1 assistants
East	6 assistants
Lincoln Park	4 assistants
Lowell	3 assistant
Homecroft	1 assistant
Congdon Park	2 assistants
Ordean East	2 assistants
District-wide	2 assistants, 1 manager
Piedmont	1 assistant
Stowe	1 assistant
Subs	3 assistants

Meals and Food Production Activity: Summer Meals

Summer Meals are being served to all Children 18 and under. Current daily averages of meals are 150 Breakfast and 300 lunches. (counts based off of 9 days of data)

Facilities Management & Capital Project Status Report
June 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 241 work orders and are currently working on 192 open work orders.

Capital Construction

- Denfeld tower work is progressing well. It is a very difficult project but will result in the tower being maintenance free for an anticipated 40+ years.
- The Congdon Park window replacement project is going well and roughly half done.
- MWE has a small roof section that was completed last week. Metal parapet flashing work is almost done.
- New Denfeld SPED bathroom construction has started.

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is now at the bonding agent.

- **Construction Tasks "On The Hill"**
  - ➢ Work is ongoing in the existing Facilities building which is close to complete..
  - ➢ Site / Utilities work is well underway for the new DSC and Transportation Building.

Building Operations

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- Operations staff have been performing an excellent job with summer cleaning. It's not easy with all the summer programs and shorthanded with staff vacancies and vacations. We have an outstanding group of employees that have worked long hours / weeks to fill in as needed with short notice.
- There are 15 vacancies in the custodial operations ranks that we are working hard to fill.
- Gym floor refinishing is starting this week. We will have a two-person crew taking care of most of the gym floors as the building staff continue to deep clean the classrooms and other rooms in the schools.

Health, Safety & Environmental Management

- Playground inspections completed
  - Repairs will be conducted over the summer
- A repeater was ordered to correct radio signal issues at Lowell. It will be installed later this summer once we have an FCC license for the new radio frequency.
- OSHA citations received. There were a total of four violations. Two of these violations have been abated. The remaining two violations will be resolved during training at the beginning of the 22-23 school year. We have filed to extend the due date for abating these two violations.
  - Denfeld & East were cited for failure to train annually on Employee Right to Know
    - A petition to modify abatement date has been filed, we can resolve this issue during training at the beginning of the 22-23 school year
  - Garfield warehouse was cited for a missing guard on a tablesaw
    - The guard was replaced.
  - Transportation was cited for a mezzanine stairway railing that was out of code
    - The stairway was ultimately removed as the mezzanine is rarely used

Facilities Management & Capital Project Status Report
June 2022

Health, Safety & Environmental Management - continued

Workers' Compensation Activities

June 2022

- First report of incidents:---------- 6
- OSHA recordable incidents:---------- 2
- Days away from work:---------- 14
- Days of restricted work:---------- 14

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

- First report of incidents:---------- 97
- OSHA recordable incidents:---------- 19
- Days away from work:---------- 123
- Days of restricted work:---------- 305

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **Dave Spooner**
Manager of Facilities

Date: **July 8, 2022**

Re: **FY22 Bond Funded Projects**

Please find below projects that will or have been funded by the bond fund dedicated for this purpose:

FY 22 - STC Annex - $207,610.88

Technology Department - June Report (6/1 - 6/28)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 782K Emails Messages Accepted/Delivered
        - 949K were identified as Spam
        - 8.2K were identified as Phishing
        - 8.2K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 6,168 Active Accounts (Accounts for students under 13 get disabled until we get parental consent)
      - 24.76TB of storage
      - 424.9.1K Files shared externally
      - 71 Suspicious login attempts
      - 2.7k Failed user login attempts
      - Data Loss Prevention (DLP) policy
        - 12 High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None at this time
  - Near future
    - Phone PRI/SIP line services. Currently Nextara
    - Data Center Co-location services. Currently Involta
    - E-Rate Network Switches, district wide

- **Technology Help Desk Tickets (6/1 - 6/28)**
  - 308 New Technology Support Tickets Created (25%)
  - 311 Tickets were resolved (16%)
  - 578 Tickets remain unresolved (2%)
    - 306 Unresolved tickets for Chromebook repairs (Last month 253)
  - 16h 30m Average 1st response time (21%)
  - 56h 594m Average resolution time (17%)

- **Projects**
  - Installation of the new Dell Precision Workstations for the two FabLabs and the Graphic Arts Lab at the two high schools. The new systems will be upgraded to their 5 year old ones.
  - Installation of the new Dell Optiplex 3090 desktop systems across the district. We are upgrading Dell Optiplex roughly half of our 8-10 year old systems
  - Imaging all Windows 10 systems across the district to meet our Cyber Insurance Policy requirements. We need to remove or isolate/segment all none supported software/devices.

Transportation Report
June 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. We are building and implementing summer routing in coordination with program leaders (ESY, Excel, Day Treatmens etc.) We are still waiting on some programs to get us information so we can build those routes. There are *many* updates daily.

- 65 trips happened in June, 2022
- 6 trip cancellation in June, 2022
- 10 scheduled so far for July, 2022

There have been no recently hired drivers. 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.

OSHA inspection found problem with stairs and we have had them removed.

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 still waiting on one engine replacement. We anticipate the upcoming approval of two buses as the order has been received by the vendor.

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. Preps are underway for a State inspection coming early August.

The average fleet age is 7.2 years. Current average mileage is 71,032 (goal is 50,000 – 60,000).

R E S O L U T I O N

NCBAA BARGAINING AGREEMENT

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 NCBAA Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 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

R E S O L U T I O N

Directors Bargaining Agreement

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 Directors' Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 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

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
Northern Reginal Implementation Project PBIS	Jacob Laurent - Climate Coordinator	DW	$5,000	To support district, work around supporting and maintaining PBIS, as well as assistance in onboarding new schools. Will have to submit a budget on how the money was spent and have a District PBIS Team.

R E S O L U T I O N

Executive Employees Association Bargaining Agreement

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 Executive Employees Association Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 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

R E S O L U T I O N

Duluth District-Wide Instructional Administrators' Association Bargaining Agreement

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 District-Wide Instructional Administrators' Association Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 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

R E S O L U T I O N

Education Minnesota Duluth Clerical Bargaining Agreement

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 Education Minnesota Duluth Clerical Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 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

R E S O L U T I O N

Authorizing a Development Agreement With the City of Duluth Regarding Central on the Hill Property

WHEREAS, the School District is in the process of platting the Central on the Hill property and conducting site redevelopment activities on such property; and

WHEREAS, the City of Duluth Planning Commission approved the School District's proposed plat, subject to certain conditions, one of which requires the School District to enter into a Development Agreement with the City of Duluth, that provides that the School District construct certain road, public utilities, sidewalk and storm water improvements and demolish the existing Central High School building on the hill; and

WHEREAS, City officials and District Administration have negotiated such a Development Agreement, the form of which has been provided to the School Board (the "Development Agreement").

NOW, THEREFORE, Be It Resolved, the School Board of Independent School District No. 709 (Duluth) hereby approves the Development Agreement and authorizes the School Board Chair and the Clerk to execute the Development Agreement and all other documents required for implementing the terms and conditions of the Development Agreement.

DEVELOPMENT AGREEMENT

between

CITY OF DULUTH

and

INDEPENDENT SCHOOL DISTRICT NO. 709

Dated as of _____, 2022

DEVELOPMENT AGREEMENT

THIS AGREEMENT, effective as of the date of attestation hereof by the City Clerk, by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota ("City"), and Independent School District No. 709 (“Developer”).

RECITALS

WHEREAS, Developer proposed to replat and cause to be redeveloped approximately 80 acres of land located on multiple parcels at 800 East Central Entrance Duluth, Minnesota, with the complete legal description attached hereto as Exhibit A (the “Property”); and

WHEREAS, Developer applied to City for approval of a preliminary plat and a final plat to divide the Property into two development lots identified on the Plat of Central Overlook (Block 1, Lots 2, and 3 and Block 2, Lot 1 (the “Third Party Development Property”), and Block 1, Lot 1 (the “District Development Property”), as hereinafter defined; and

WHEREAS, Developer desires to conduct site redevelopment activities on the Property of the hereinafter-described Project: demolition of existing Central High School building, which is located on the Property and the construction of the hereinafter described Required Improvements, all in preparation of the Developer’s construction of two (2) large structures (transportation, district services center and renovation of an existing structure) (the “Project”); and

WHEREAS, Developer plans to sell the Third Party Development Property to an entity which may construct at a future date UDC compliant developments; and

WHEREAS, on November 9, 2021, the City Planning Commission approved the Plat subject to certain conditions, one of which required Developer to enter into a Development Agreement with City; and

WHEREAS, Developer has agreed to dedicate to the public for public use the drainage, utility, and right of way easements shown on the Plat, and to construct the Required Improvements as described in the hereinafter-referenced MOU; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves and their successors and assigns as follows:

AGREEMENT

1. Definitions. The following term and phrases shall have the meanings hereinafter ascribed to them:

A. Building: shall mean the existing Central High School building located on the Property.

B. Easements: shall mean easements as shown and legally described on the Plat.

C. District Development Property: means Block 1, Lot 1 as identified on the Plat of Central Overlook.

D. Lots: shall mean the lots as shown and legally described on the Plat.

E. Memorandum of Understanding or MOU: shall mean that Memorandum of Understanding entered into between the City's City Engineer and Developer for the construction and implementation of the Required Improvements.

F. Plans: shall mean the plans and specifications for the construction and installation of all elements of the Required Improvements approved by the City Engineer and incorporated into the MOU.

G. Plat: shall mean the Plat of Central Overlook on file in the office of the County Recorder for St. Louis County, Minnesota, as shown in Exhibit A Proposed Final Plat.

H. Project: shall mean the dedication of easements for the Required Improvements, as shown on the Plat and MOU, the construction of the Required Improvements, the demolition of the Building, and the construction of two (2) large structures (transportation and district services center) and renovation of a third building located on the District Development Property.

I. Public Utilities: means sewer, water, gas and stormwater improvements described in the Plans to be constructed in the Easements.

J. Property: shall mean that property referenced on Exhibit A attached hereto and made a part hereof, and consists of the District's Development Property and the Third Party Development Property.

K. Required Improvements: shall mean the Road Improvements, the Sidewalks, Public Utilities and the implementation of the Stormwater Management Plan, all in accordance with the MOU.

L. Road Improvements: shall mean the construction of the public roads to City Engineering standards, all as shown on the Plans.

M. Stormwater Improvements: shall mean the Stormwater Management Plan and the drainage easements as shown on the Plans.

N. Sidewalks: shall mean all public sidewalks as shown on the Plans.

O. Stormwater Management Plan: shall mean that Plan conforming to the requirements of § 50-18.1 E of the Duluth City Code, 1959, as amended, as such plan is approved as part of the MOU.

P. Third Party Development Property: means Block 1, Lots 2, and 3 and Block 2, Lot 1 as identified on the Plat of Central Overlook.

Q. Third Party Project: means a future development on the Third Party Development Property, to be developed by a purchaser of such property, and not by Developer. It is anticipated that such purchaser will enter into a separate memorandum of understanding and/or a development agreement with the City and City Engineer to govern the Third Party Project.

2. Developer's Duty and Compliance. Development of the Project must be in compliance with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota. Developer shall be responsible for obtaining all approvals and permits of any kind required to implement the Project from any governmental agency having jurisdictions with regard thereto, including but not limited to roadway access

permits, wetland permits, storm water management permits, utility construction permits, fill and grading permits, erosion and sediment control permits, and building permits. Developer agrees to include in any purchase and sale agreement of the Third Party Development Property that such purchaser must present its development plans to the City's planning department and such plans must comply with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota.

3. Recording of Plat: The Developer shall have caused to be recorded with the St. Louis County Recorder the fully-executed Plat and shall provide to the City's Director of Planning and Economic Development (the "Director") and the City Engineer two signed copies of Plat along with evidence of recording of the Plat; the City agrees that when requested to execute the Plat in the form approved by the Planning Commission, it shall expeditiously so execute it.

4. Pre-conditions to Issuance of Certificates of Occupancy: Developer agrees that prior to seeking the issuance of a Certificate of Occupancy, or as hereinafter set forth, the following shall have been completed:

A. Recording of Agreement: Developer shall have caused this Agreement to have been recorded against the District's Development Property in the Office of the County Recorder and Registrar of Titles for St. Louis County, Minnesota and shall have caused evidence of such recording to have been presented to the Director, such recording of this Agreement shall be completed within 30 days of the date this Agreement is fully executed by the parties hereto.

B. Plans: Developer shall have prepared and filed with the Director Plans which have been approved by the City Engineer; such Plans have been prepared, filed and approved as of the date hereof.

C. MOU: Developer shall have entered into MOU in the form acceptable to the City Engineer committing to the design and construction of the Required Improvements. Said MOU shall specifically provide that the City will not accept as "public" any of the Required Improvements unless all such improvements

described in the MOU have been completed to the satisfaction of the City Engineer. Such MOU has been completed as required herein.

D. Required Improvement Security. Developer shall have provided financial security in the form of an irrevocable Letter of Credit, cash escrow, or such other form as is acceptable to the Director in the amount of not less than $10,000 to guarantee completion of construction of the Required Improvements in conformance with the requirements of this Agreement and the MOU, and authorizing the Director to exercise said security and to use the proceeds to complete construction of the Required Improvements if the Developer has not completed such Required Improvements before July 1, 2023.

E. Demolition: Developer expects to enter into a contract to demolish the Building on or about July 29, 2022 which will require demolition of the Building and site restoration to be completed by June 30, 2023. Developer agrees to require the demolition contract to provide payment and performance bonds for such demolition project. Further, the District shall require in the demolition contract that the City is named as an additional obligee under the payment and performance bonds.

F. Demolition by City: In the event that the demolition and site restoration work referenced in Subparagraph E above has not been completed by October 30, 2023, City shall have the right to exercise the bond referenced in that Subparagraph, and to cause said demolition and site restoration work to be completed.

5. Developer's Duty and Compliance. Development of the Project must be in compliance with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota. Developer shall be responsible for obtaining all relevant governmental approvals and building permits required.

6. Financing. Developer assumes all risks and agrees to bear all costs and fees related to the design and construction of the demolition of Central High School and all Required Improvements.

7. Property Conveyance and Easements. Developer agrees to convey and to dedicate to the City in trust for the general public the Easements. Developer warrants and represents to City that it has marketable fee title to the Property free and clear of all mortgages, liens and other encumbrances.

8. Sidewalk Maintenance: Developer shall be solely responsible for the maintenance, repair and reconstruction, including snow removal as necessary of the Sidewalks during the term of this Agreement.

9. Inspections. All Required Improvements shall be made in accordance with applicable City construction design standards and specifications and shall be subject to the inspection by and approval of the City. Developer hereby grants City, its agents, employees and contractors a limited license to enter the Property and perform all inspections which the Director in the exercise of his or her reasonable discretion deems appropriate in connection with this Agreement.

10. Developer's Default. In the event Developer fails to comply with or perform any terms, conditions, undertakings, or obligations under this Agreement, which is not cured following thirty (30) days' written notice from the City, or such longer period of time as may be reasonably required to cure such default, provided Developer is proceeding with diligence to cure such default, the parties hereto agree that no award of damages to City could constitute an adequate remedy for such default. Therefore, City may, in addition to and not in lieu of any other remedies or rights available to it by law or equity:

a. Institute an action for specific enforcement to compel Developer to perform any or all of its obligations under this Agreement. Developer acknowledges that the rights of City to performance of the obligations of Developer pursuant to this Agreement are special and unique, and that, in the event Developer violates, fails or refuses to perform any condition, agreement or provision herein, City may be without an adequate remedy at law.

b. Exercise any other remedy available to the City in law or in equity. No remedy conferred in this Development Agreement is intended to be exclusive. The election of any one or more remedies shall not constitute a waiver of any

other remedy. City may, but is not obligated to, exercise any of the remedies referred to in this paragraph.

11. Insurance. Developer agrees to purchase and maintain, during the term of this Agreement, insurance in the form of Workers Compensation and Employers Liability, Commercial General Liability and Automobile Liability covering operations associated with the Required Improvements and the Project, and Property insurance covering real and personal property interests at or near the Property, with the following limits:

Workers' Compensation	Statutory (MN)
Employers' Liability	$1,500,000
Auto Liability (owned, hired and non-owned)	$1,500,000
Commercial General Liability (including Contractual Liability)	
Each Occurrence	$2,000,000
Aggregate	$4,000,000
Property Insurance	To Replacement Value

Prior to commencement of construction, Developer agrees to deliver to the City a Certificate of Insurance, naming the City as an Additional Insured, as evidence that the above coverages are in full force and effect.

12. General Indemnity. During the term of this Agreement, Developer agrees that it shall defend, indemnify and hold harmless City and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or Developer, by reason of death of or injury to person or persons or the loss of or damage to property arising out of Developer's performance of its obligations under this Agreement, except to the extent caused exclusively by the willful misconduct or negligence of the City, or someone acting on its behalf, or a breach of this Agreement by the City. On ten (10) days written notice from City, Developer will appear and defend all lawsuits against City relating to or arising from such injuries or damage.

13. Environmental Indemnity. During the term of this Agreement, Developer agrees that it shall defend, indemnify and hold harmless City and its officers, agents, servants

and employees from and against any liability, loss, damage, fine, judgment, penalty, fee, cost, interest, or expense arising out of any condition on the property relating in any way to the environment, preservation or reclamation of natural resources, the presence, management, release or threatened release of any Hazardous Material (any and all explosive or radioactive substances or wastes and hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any environmental law) or to health and safety matters.

14. Notices. Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

In the case of the City:
City of Duluth
Attn: Director of Planning and Economic Development
411 West First Street, Room 160
Duluth, MN 55802

In the case of Developer:
ISD 709
Attn: David J. Spooner, C.P.E., Manager of Facilities
215 North 1st Ave East
Duluth, MN 55802

15. Binding Effect. This Agreement shall be deemed to run with the land and shall inure to the benefit of the parties hereto and to their successors and assigns.

16. Term. The term of this Agreement shall commence upon the date of attestation by the City Clerk and this Agreement and the MOU shall terminate upon the date the Director and City Engineer have certified in writing that demolition of Central High School and the Required Improvements required under this Agreement and the MOU have been completed and/or constructed in accordance with the requirements herein contained and contained in the MOU and Developer has conveyed such property and dedicated the Easements as are required hereunder; provided, however, the Developer warranty set forth in paragraph 15 of the MOU shall remain in effect for the two (2) year period set forth therein.

At Developer's request, the City will issue a written certificate of completion in recordable form acknowledging that the demolition of Central High School and the construction of the Required Improvements have been completed and that this Development Agreement is terminated.

17. Assignment. Developer may not assign this Agreement without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that Developer may assign this Agreement to an entity controlling, controlled by or under common control with the Developer or its owners and shall provide the City with notice thereof.

18. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and all questions concerning the meaning, intention or validity of the terms of this Agreement, as well as the performance of the parties hereto, shall be determined and resolved in accordance therewith. The Parties agree to submit to the exclusive jurisdiction of the State and Federal Courts sitting in St. Louis County, Minnesota, and waive any objections to such location based on jurisdiction, venue or inconvenient forum.

19. Construction of Agreement. Developer and City have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

20. Severability. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

21. Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH,
a Minnesota Municipal Corporation

By _____
Emily Larson
Its Mayor

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Emily Larson, the Mayor of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

By _____
Its City Clerk

_____
(date)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ian B. Johnson, the Acting City Clerk of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

Countersigned:

_____
Its Auditor

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

Approved:

_____
Its Assistant City Attorney

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

INDEPENDENT SCHOOL DISTRICT NO. 709

By _____
Its Chair

By _____
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, the Chair and Clerk, respectively, of Independent School District No. 709, an independent school district under the laws of the State of Minnesota.

_____
Notary Public

This instrument drafted by:

Robert E. Asleson
Assistant City Attorney
411 West First Street
Room 440 City Hall
Duluth, MN 55802
(218) 730-5490

M:\DOCS\05953\000085\AGM\1AT170706.DOCX

EXHIBIT A
Legal Description of the Property (proposed)

Block 1, Lots 1, 2, and 3, and Block 2, Lot 1, Central Overlook, St. Louis County, Minnesota.

RESOLUTION
FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

_____ _____

School Board Chair School Board Clerk

Resolution B-7-22-3908 July 19, 2022

ISD 709 Duluth Public Schools

FY 2024

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 19, 2022

DEPARTMENT OF EDUCATION
Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

Fiscal Year (FY) 2024 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-08
Due: July 31, 2022

General Information: Minnesota school districts, intermediate school districts, cooperative districts, applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2021, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2022. Submit to Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
Duluth Public Schools	709	7/19/2022

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2021, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2024 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2021, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2024 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.411, subd. 3[2021]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2021]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – ***Must be signed*** by Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
John Magas	John Magas	7/19/2022

RESOLUTION
FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

_____ _____

School Board Chair School Board Clerk

Resolution # July 19, 2022

LONG-TERM
FACILITIES MAINTENANCE
TEN-YEAR PLAN

FY 2024 APPROVAL YEAR

Presented to the Duluth School Board

July 19, 2022

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

All contents contained within are governed by MN STATUTES, section 123B.595.

CONTENTS

Administrative Summary

Section 1 Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

Section 2 Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

FY 2024 APPROVAL YEAR

Presented to the Duluth School Board

July 19, 2022

The School Board adopted the first Capital Facilities Plan, now known as the Long-Term Facilities Maintenance Ten-Year Plan, in February 1996. Projects are developed based on need after evaluation, and in some cases required by building official orders or recommended with input from the following:

1. The State Fire Marshal.
2. Proposals from building principals and staff related to their needs.
3. Projects identified through Facilities Management Department assessments.
4. Projects identified through District Administration or School Board directives.

The purpose of this plan is to create a comprehensive, consistent, and continuous means through which the District will identify and budget for projects required to preserve our facilities capacity, and provide functional, safe and healthy spaces for learning.

In the attached, FY-22 "Actual" is included for MDE reconciliation, and is current as of July 7, 2022; FY-23 is "Amended" to capture updated project planning. FY-24 is the project year that will be funded by action the School Board takes when approving and certifying the levy this December. Subsequent years are planned projects, however, this document is fluid and those planned projects are subject to change.

The Plan is generally formatted from left to right starting with the identification of the building to which the project is associated:

- Under the column heading "SITE," the building name is listed.
- Next, under the column heading "WORK ITEM DESCRIPTION" the project is further defined.
- Projects are categorized by Finance Code per MDE and are: 347=Physical Hazards, 349=Other Hazardous Materials, 352=Environmental Health and Safety Management, 358=Asbestos Removal and Encapsulation, 363= Fire Safety, 366= Indoor Air Quality, 367= Accessibility, 368= Building Envelope, 369= Building Hardware and Equipment, 370= Electrical, 379= Interior Surfaces, 380= Mechanical Systems, 381= Plumbing, 382= Professional Services and Salary, 383= Roof Systems, 384= Site Projects.
- The Fiscal Year or budget year at the top of a page (FY) identifies when the project is proposed to occur. FY23 encompasses July 1, 2022 to June 30, 2023; FY24 encompasses July 1, 2023 to June 30, 2024, and so on.
- Eligible projects are "…deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities…"
- Capital expenditures are defined as projects that exceed $10,000. Maintenance projects are

identified items of $10,000 or less. Merriam Webster dictionary defines “maintain” as a verb: to keep in an existing state (as of repair, efficiency, or validity): preserve from failure or decline. Minnesota Statutes, section 123B.595 language makes eligible deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities.

- Cost figures shown are best estimates and will be refined with further investigation and design. Estimates generally include a 10 percent escalation for contingency.

Other facilities information to consider relative to the plan:

1. The current replacement value of the District’s capital facilities infrastructure is estimated at roughly **$675 million dollars**. The District maintains approximately 1.75 million square feet of building floor area. Recent construction experience indicates our school facilities would cost approximately $300 per square foot to rebuild. If provided with proper maintenance and repair, it is reasonable to expect that most of the Duluth school buildings will provide adequate educational program space for a total of at least 50 to 75 years.

2. The current average age of the District's facilities is approximately 33 years considering only those buildings currently used by the District.

3. Generally accepted guidelines indicate the average annual maintenance and repair budget for a typical school in Minnesota should be approximately $2 to $3 per square foot per year. With this basis applied to all of our facilities, the District should be spending roughly between **$3.4 and $5.25 million per year** on maintenance and repair factoring a 50 year service life.

Per MDE LTFM Guidelines for July 2022 Submission:

Information from this year’s plan submission will be used to determine initial LTFM aids and levies for fiscal year (FY) 2024 and to adjust LTFM revenues for FY 2022 and FY 2023.

The expenditure ten-year spreadsheet summarizes the district’s planned expenditures eligible for LTFM revenue for Fiscal Year FY 2022 (base year) – FY 2032 by UFARS finance code. As FY 2022 is a revised estimate for the ten-year plan approved and levied for last year, districts should focus primarily on updating the planned expenditures for FY 2023 and FY 2024. Planned expenditures for FY 2025 through FY 2032 may be preliminary projected estimates. Data for FY 2022 may also be revised in the spreadsheet to reflect preliminary, actual expenditures.

	FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/04/2022									
709	<= Type in School District Number													85
	DULUTH PUBLIC SCHOOL DISTRICT		Change only if requiring levy adjustments	Payable 2022 LLC Certification										
	Calculations for Ten Year Projection	Pay 22 LLC #	FY 2022	FY 2023	Current Estimate FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1	Type your district number in cell A2 (Minneapolis = 1.2)													
2	Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b													
3	Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33													
4	Look-up data from following tabs													
5	**Initial Formula Revenue**													
6	Current year APU	57		8,656.40	8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)				8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30
7	District average building age (uncapped)	451		47.56	47.56	48.56	49.56	50.56	51.56	52.56	53.56	54.56	55.56	56.56
8	Formula allowance			$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	452			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	453		3,289,432	3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795
11	**Added revenue for Eligible H&S Projects > $100,000 / site**													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	702			-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	756			-	-	-	-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > $100,000 per site (1A)	701			-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > $100,000 per site (1A)	755			-	-	-	-	-	-	-	-	-	-
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-	-	-
16b	New debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	-	-	-	-	-	-	-	-	-
17	Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	767			-	-	-	-	-	-	-	-	-	-
18	Pay as you go revenue for eligible new H&S projects > $100,000 / site	455	-		-	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible H&S projects >$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	456		-	-	-	-	-	-	-	-	-	-	-
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	768			-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	457			-									
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-	-	-
20d	**Total New Law Revenue (10) + (19) + (20c)**	458			3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/04/2022

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

86

	Calculations for Ten Year Projection	Pay 22 LLC #	Change only if requiring levy adjustments FY 2022	Payable 2022 LLC Certification FY 2023	Current Estimate FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
	Old Formula revenue													
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2024)	459		400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	701			5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-
23	Debt Excess allocated to line 22				-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess	765			5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	766			-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)	460	-		3,300,000	2,300,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000
27	Old formula alt facilities pay as you go revenue (1B) > $500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2023)	463			-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds	767			-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless	769			2,161,541	4,545,765	2,190,300	2,190,195	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance))	466			-	-	-	-	-	-	-	-	-	-
29	Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)	467		10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	2,375,000	2,375,000	2,375,000	2,375,000
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	**468**		10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	469		-	-	-	-	-	-	-	-	-	-	-
32	**District LTFM Revenue (30) - (31)**	**470**		10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	471		-	-	-	-	-	-	-	-	-	-	-
34	**Grand Total LTFM Revenue (32) + (33)**	**472**		10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795
	Aid and Levy Shares of Total Revenue													
35	For ANTC & APU, three year prior date			2020	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
36	Three year prior Ag Modified ANTC	33		103,656,849	103,656,849	113,158,057	117,684,380	122,391,755	127,287,425	132,378,922	137,674,079	143,181,042	148,908,284	154,864,615
37	Three year prior Adjusted PU (New Weights)	54		9,143.71	9,144.97	8,619.31	8,735.34	8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30
38	ANTC / APU = (36) / (37)	474		11,336.41	11,334.84	13,128.43	13,472.21	13,976.10	14,824.47	15,417.45	16,034.15	16,675.52	17,342.54	18,036.24
39	State average ANTC / APU with ag value adjustment	475		9,596.79	9,596.79	10,491.16	11,673.33	12,421.51	12,918.00	13,435.00	13,972.00	14,531.00	15,112.00	15,716.00
40	Equalizing Factor = 123% of (39)	476		11,804.05	11,804.05	12,904.13	14,358.20	15,278.46	15,889.14	16,525.05	17,185.56	17,873.13	18,587.76	19,330.68
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	477		96.04%	96.03%	100.00%	93.83%	91.48%	93.30%	93.30%	93.30%	93.30%	93.30%	93.30%
42	State (aid) share of Equalized Revenue (1 - (41))	478		3.96%	3.97%	0.00%	6.17%	8.52%	6.70%	6.70%	6.70%	6.70%	6.70%	6.70%
43	Equalized Revenue (lesser of (34) or (6) * (8))	473		3,289,432	3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795
44	Initial LTFM State Aid (42) * (43)	479		130,317	132,277	-	201,335	278,126	218,627	218,691	218,603	218,627	218,579	218,486
45	Old formula Grandfathered Alternative Facilities Aid	481		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
46	Total LTFM State Aid (Greater of (44) or (45))	482		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	485		10,068,747	10,629,369	12,014,906	9,340,111	9,348,406	7,156,374	7,151,439	2,485,731	2,485,731	2,485,731	2,485,731
48	**Debt Service Portion of Revenue (non-grandfather districts)**													
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	765+766+767+768			5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	769			2,161,541	4,545,765	2,190,300	2,190,195	-	-	-	-	-	-
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05				-	-	-	-	-	-	-	-	-	-
51	Total Debt Service Revenue = (49) + (50) + (50b)	770			7,706,433	10,091,970	7,742,175	7,750,470	5,558,438	5,553,503	-	-	-	-
52	Equalized debt Service Revenue (lesser of (43) or (51))	486			3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	-	-	-	-
53	Debt Service Aid = (52) * (42)	488			132,277	-	201,335	278,126	218,627	218,691	-	-	-	-
54	Equalized Debt Service Levy = (52) - (53)	489			3,195,465	3,262,795	3,061,460	2,984,669	3,044,168	3,044,104	-	-	-	-
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	490			4,378,690	6,829,175	4,479,380	4,487,675	2,295,643	2,290,708	-	-	-	-
56	**General Fund Portion of Revenue (non-grandfather districts)**													
57	Total General Fund Revenue = (34) - (51)	491			3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	3,262,795	3,262,795	3,262,795	3,262,795
58	General Fund Equalized Revenue = (43) - (52)	492			-	-	-	-	-	-	3,262,795	3,262,795	3,262,795	3,262,795

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				**Revised 5/04/2022**										
709	**<= Type in School District Number**													87
	DULUTH PUBLIC SCHOOL DISTRICT		Change only if requiring levy	Payable 2022										
	Calculations for Ten Year Projection	**Pay 22**	adjustments	LLC Certification	Current Estimate									
		LLC #	FY 2022	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
59	Total General Fund Aid = (46) - (53)	493			644,786	777,064	575,729	498,938	558,436	558,373	777,064	777,064	777,064	777,064
60	General Fund Equalized Levy = (58) * (41)	494			-	-	-	-	-	-	3,044,192	3,044,168	3,044,216	3,044,309
61	General Fund Unequalized levy = (57) - (58)	495			3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	-	-	-	-
62	Total General Fund Levy = (60) + (61)	496			3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	3,044,192	3,044,168	3,044,216	3,044,309
	Notes: 1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid. 2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan. 3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.													

DEPARTMENT OF EDUCATION	Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413	**Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only**

ED - 02478-08

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information
District Name:	**Duluth Public Schools**	Date:	7/19/2022
District Number:	**709**	Email:	david.spooner@isd709.org
District Contact Name:	**David J. Spooner**		
Contact Phone #	**218-336-8907**		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2022 (base year)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	**Category (1)**											
347	Physical Hazards	$111,093	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802
349	Other Hazardous Materials	$30,403	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
352	Environmental Health and Safety Management	$136,954	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
358	Asbestos Removal and Encapsulation	$22,754	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290
363	Fire Safety	$76,499	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758
366	Indoor Air Quality	$0	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150
	Total Health and Safety Capital Projects	$377,703	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year												$4,377,703
Finance Code	**Category (2)**											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	**Category (3)**											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	**Category (4)**											
367	Accessibility	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Accessibility Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	**Category (5)**											
368	Building Envelope	$718,683	$913,844	$500,000	$0	$0	$0	$0	$0	$0	$0	$0
369	Building Hardware and Equipment	$8,910	$0	$250,000	$0	$0	$0	$0	$0	$0	$0	$0
370	Electrical	$14,396	$200,000	$150,000	$0	$0	$0	$0	$0	$0	$0	$0
379	Interior Surfaces	$79,171	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000
380	Mechanical Systems	$52,406	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
381	Plumbing	$15,415	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
382	Professional Services and Salary	$1,260,655	$1,954,720	$1,935,000	$1,900,000	$1,900,000	$1,900,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000
383	Roof Systems	$1,502,266	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
384	Site Projects	$45,207	$195,493	$1,200,000	$0	$0	$0	$0	$0	$0	$0	$0
	Total Deferred Capital Expense and Maintenance	$3,697,110	$3,339,057	$4,110,000	$1,975,000	$1,975,000	$1,975,000	$2,175,000	$2,175,000	$2,175,000	$2,175,000	$2,175,000
	Total Annual 10-Year Plan Expenditures	**$4,074,813**	**$3,739,057**	**$4,510,000**	**$2,375,000**	**$2,375,000**	**$2,375,000**	**$2,575,000**	**$2,575,000**	**$2,575,000**	**$2,575,000**	**$2,575,000**
Fund Balance Section											$27,946,167	$32,323,869.82
	Fund 01											
	Beginning Fund Balance 01-467-XX	$1,993,595	$1,400,345	$1,361,288	-$448,712	-$448,712	-$448,712	-$448,712	-$648,712	-$848,712	-$1,048,712	-$1,248,712
	LTFM Fiscal Year Revenue - **Levy**	$3,481,563	$3,700,000	$2,700,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000
	LTFM Fiscal Year Revenue - **AID if Applicable**	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT if applicable - Special Legislation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$4,074,813	$3,739,057	$4,510,000	$2,375,000	$2,375,000	$2,375,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000
	Ending Fiscal Year Fund Balance 01-467-XX	**$1,400,345**	**$1,361,288**	**-$448,712**	**-$448,712**	**-$448,712**	**-$448,712**	**-$648,712**	**-$848,712**	**-$1,048,712**	**-$1,248,712**	**-$1,448,712**
	Fund 06											
	Beginning Fund Balance 06-467-XX	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Bonded Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Other Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Ending Fiscal Year Fund Balance 06-467-XX	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

End of Worksheet

ISD 709 Duluth Public Schools

FY 2024

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 19, 2022
SECTION 1

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2021 TO JUNE 30, 2032

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 19, 2022

BUDGET YEAR - ACTUAL FY22 AS OF JULY 7, 2022 (INCLUDED FOR REFERENCE)

SITE	WORK ITEM DESCRIPTION	PRELIMINARY ACTUAL COST AS OF JULY 7, 2022
	HEALTH & SAFETY LEVY 2020 (PAY 2021)	***$400,000.00***
DISTRICT WIDE	Health and Safety Management	$136,954
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$240,749
	HEALTH & SAFETY TOTAL	**$377,703**
	LTFM DEFERRED MAINTENANCE LEVY 2020 (PAY 2021)	***$3,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,112,288
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$170,419
DISTRICT WIDE	District Wide Deferred Interior Painting	$71,625
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	$369,510
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$326,938
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	$5,440
EAST HS	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	$1,289,583
MYERS-WILKINS	Replace failed rubber roof north addition	$208,104
ORDEAN EAST	Exterior Door Replacement wood to aluminum	$143,203
	LTFM DEFERRED MAINTENANCE TOTAL	**$3,697,110**
	LTFM TOTAL LEVY	***$3,700,000***
	TOTAL FY22 LTFM EXPENDITURES	**$4,074,813**

BUDGET YEAR - AMENDED FY23

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2021 (PAY 2022)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	***$400,000***
	LTFM DEFERRED MAINTENANCE LEVY 2021 (PAY 2022)	***$3,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
HOMECROFT	Replace un-serviceable door hardware and electronic components	$50,000
LAKEWOOD	Replace un-serviceable door hardware and electronic components	$50,000
LOWELL	Replace un-serviceable door hardware and electronic components	$50,000
LOWELL	Replace failed Bball hoops and bituminous	$50,000
STOWE	Replace un-serviceable door hardware and electronic components	$50,000
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	$331,164
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	$147,893
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$635,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$3,339,057**
	LTFM TOTAL LEVY	***$3,700,000***
	TOTAL FY23 LTFM EXPENDITURES	**$3,739,057**

BUDGET YEAR **FY24 CURRENT BOARD APPROVAL YEAR**		
SITE	**WORK ITEM DESCRIPTION**	**ESTIMATED EXPENDITURES**
	HEALTH & SAFETY LEVY 2022 (PAY 2023)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)	***$2,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
STOWE	Wall Finishes: Paint Interior	$150,000
CONGDON	Renovate playground and surrounding play surfaces	$600,000
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
GARFIELD	Exterior Masonry Repair	$250,000
OEMS	Turf Replacement	$600,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$4,110,000**
	LTFM TOTAL LEVY	***$2,700,000***
	TOTAL FY24 LTFM EXPENDITURES	**$4,510,000**

BUDGET YEAR FY25

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2023 (PAY 2024)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY25 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY26

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2024 (PAY 2025)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY26 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY27

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2025 (PAY 2026)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY27 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY28

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2026 (PAY 2027)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY28 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY29

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2027 (PAY 2028)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY29 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY30

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2028 (PAY 2029)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY30 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY31

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2029 (PAY 2030)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2029 (PAY 2030)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY31 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY32

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2030 (PAY 2031)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2030 (PAY 2031)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY32 LTFM EXPENDITURES	**$2,575,000**

TOTAL HEALTH & SAFETY EXPENDITURES FY22-FY32	**$4,377,703**
TOTAL LTFM DEFFERRED MAINTENANCE EXPENDITURES FY22-FY32	**$27,946,167**
TOTAL LTFM EXPENDITURES FY22-FY32	***$32,323,870***

ISD 709 Duluth Public Schools

FY 2024

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 19, 2022
SECTION 2

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY SITE
JULY 1, 2021 TO JUNE 30, 2032

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 19, 2022

CONGDON ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Exterior: Replace 150 exterior windows due to operational failure and leaking	$369,510
	FY22 TOTAL	**$369,510**
FY23	Exterior: Replace 150 exterior windows due to operational failure and leaking	$331,164
	FY23 TOTAL	**$331,164**
FY24	Renovate playground and surrounding play surfaces	$600,000
	FY25 TOTAL	**$600,000**
	10 YR TOTAL	***$1,300,674.45***

DENFELD HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$326,938
	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	$5,440
	FY22 TOTAL	**$332,378**
FY23	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	$147,893
	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$635,000
	FY22 TOTAL	**$782,893**
FY24	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
	FY30 TOTAL	**$535,000**
	10 YR TOTAL	***$1,650,270.63***

DISTRICT WIDE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Health and Safety Management	$136,954
	Environmental Health and Safety Projects District-Wide	$240,749
	LTFM Compliant In District Employee Salary and Benefit	$1,112,288
	LTFM COMPLIANT Maintenance/Repairs - T&M	$170,419
	District Wide Deferred Interior Painting	$71,625
	FY22 TOTAL	**$1,732,035**
FY23	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY23 TOTAL	**$2,375,000**
FY24	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY24 TOTAL	**$2,375,000**
FY25	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY25 TOTAL	**$2,375,000**

DISTRICT WIDE

FY26	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY26 TOTAL	**$2,375,000**
FY27	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY27 TOTAL	**$2,375,000**
FY28	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY28 TOTAL	**$2,575,000**
FY29	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY29 TOTAL	**$2,575,000**
FY30	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY30 TOTAL	**$2,575,000**
FY31	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY31 TOTAL	**$2,575,000**
FY32	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY31 TOTAL	**$2,575,000**
	10 YR TOTAL	***$26,482,034.99***

EAST HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	$1,289,583
	FY22 TOTAL	**$1,289,583**
	10 YR TOTAL	***$1,289,583***

GARFIELD

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Exterior Masonry Repair	$250,000
	FY24TOTAL	**$250,000**
	10 YR TOTAL	***$250,000***

HOMECROFT ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	$50,000
	FY23 TOTAL	**$50,000**
	10 YR TOTAL	***$50,000***

LAKEWOOD ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	$50,000
	FY23 TOTAL	**$50,000**
	10 YR TOTAL	***$50,000***

LOWELL ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	$50,000
	Replace failed Bball hoops and bituminous	$50,000
	FY23 TOTAL	**$100,000**
	10 YR TOTAL	***$100,000***

MYERS-WILKINS ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Replace failed rubber roof north addition	$208,104
	FY24 TOTAL	**$208,104**
	10 YR TOTAL	***$208,104***

ORDEAN MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Exterior Door Replacement wood to aluminum	$143,203
	FY22 TOTAL	**$143,203**
FY24	Turf Replacement	$600,000
	FY22 TOTAL	**$600,000**
	10 YR TOTAL	***$743,203***

STOWE ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	$50,000
	FY23 TOTAL	**$50,000**
FY24	Wall Finishes: Paint Interior	$150,000
	FY24 TOTAL	**$150,000**
	10 YR TOTAL	***$200,000***

TOTAL 10 YR LTFM PROJECT EXPENDITURES	***$32,323,870***

Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2021-2022 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2022-2023 PROPOSED RENEWAL PREMIUMS
Package	Liberty		Liberty	
Property & Inland Marine		$238,051		$283,041
Crime		$3,988		$3,988
General Liability		$74,016		$77,633
School Leaders E&O		$64,338		$78,986
Law Enforcement Legal Liability		$1,775		$1,515
Automobile	Liberty	$58,993	Liberty	$61,524
Workers' Compensation	Dakota Truck	$566,607	Dakota Truck	$474,654
Umbrella	Liberty	$23,135	Liberty	$23,308
Subtotal w/o Cyber		*$1,030,903*		*$1,004,649*
Cyber	Beazley	$55,130.00	Beazley	$75,000.00
Surplus Lines Tax		$1,653.90		$2,250.00
Surplus Lines Fee		$22.05		$30.00
Terrorism		Rejected		Rejected
Total Estimated Annual Premium:		**$1,087,708.95**		**$1,081,929**

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. Refer to Surplus Lines Tax Procedure

Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Network Security & Privacy Liability

INSURED:	ISD #709 Duluth Public Schools
INSURER:	Syndicate 2623/623 at Lloyd's – Beazley (***Non-Admitted***)
AM BEST RATING:	A XIV ***(Excellent)***
POLICY FORM:	F00653 (11/17)
POLICY TERM:	August 1, 2022 to August 1, 2023

CLAIMS MADE COVERAGE	2021-2022 EXPIRING	2022-2023 RENEWAL
LIMITS:		
Breach Response*		
Number of Notified Individuals	*250,000*	250,000
Legal, Forensic & Public Relations / Crisis Management	*$ 1,000,000*	$ 1,000,000
Additional Breach Response Costs		
Additional Breach Response Costs	*$ 2,000,000*	$ 2,000,000
First Party Loss		
Business Interruption Loss		
Resulting from Security Breach	*$ 2,000,000*	$ 2,000,000
Resulting from System Failure	*$ 2,000,000*	$ 2,000,000
Dependent Business Loss		
Resulting from Dependent Security Breach	*$ 1,000,000*	$ 1,000,000
Resulting from Dependent System Failure	*$ 1,000,000*	$ 1,000,000
Cyber Extortion	*$ 2,000,000*	$ 2,000,000
Data Recovery Costs	*$ 2,000,000*	$ 2,000,000
Liability		
Data & Network Liability	*$ 2,000,000*	$ 2,000,000
Regulatory Defense & Penalties	*$ 2,000,000*	$ 2,000,000
Payments Cards Liabilities & Costs	*$ 250,000*	$ 250,000
Media Liability	*$ 2,000,000*	$ 2,000,000
eCrime		
Fraudulent Instruction	*$ 250,000*	$ 250,000
Funds Transfer Fraud	*$ 250,000*	$ 250,000
Telephone Fraud	*$ 250,000*	$ 250,000
Criminal Reward		
Criminal Reward	*$ 50,000*	$ 50,000

Policy Aggregate Limit of Liability	*$ 2,000,000*	$ 2,000,000

Network Security & Privacy Liability (Continued)

RETENTION: (PER CLAIM)		
Each Incident, Claim or Loss	*$ 100,000*	$ 100,000
Forensic & Public Relations / Crisis Management	*$ 50,000*	$ 50,000
Legal Services Only	*$ 25,000*	$ 25,000
Notified Individuals Threshold	*100*	100
Waiting Period	*10 Hours*	10 Hours
ANNUAL PREMIUM:	***$ 55,130.00***	**$ 75,000.00**
Surplus Lines Tax	*$ 1,653.90*	$ 2,250.00
Surplus Lines Fee	*$ 22.05*	$ 30.00
TOTAL ANNUAL PREMIUM	***$ 56,805.95***	**$ 77,280.00**

RETROACTIVE DATE: Full Prior Acts

CONTINUITY DATE: August 29, 2014

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:
(Per Expiring, Unless Noted)

1. Lloyd's Certificate
2. Sanction Limitation and Exclusion Clause
3. Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)
4. Radioactive Contamination Exclusion Clause – Liability – Direct (U.S.A.)
5. Lloyd's Security Schedule 2022
6. Asbestos, Pollution, and Contamination Exclusion Endorsement
7. State Consumers Privacy Statutes Endorsement
8. War and Civil War Exclusion
9. Cap on Losses Arising Out of Certified Act of Terrorism
10. Employee Device Endorsement
11. Amend Definition of Fraudulent Instruction
12. Invoice Manipulation Coverage – $100,000 Sublimit
13. Reputation Loss – $1,000,000 Sublimit
14. Post Breach Remedial Services Endorsement – 100 Hours
15. Amend Data Recovery Costs
16. GDPR Cyber Endorsement
17. Computer Hardware Replacement Cost – $100,000 Sublimit
18. Amend Definition of Data
19. Contingent Bodily Injury Endorsement with Sublimit – $100,000
20. Voluntary Shutdown Coverage
21. Cryptojacking Endorsement – $100,000 Sublimit
22. Public Schools Amendatory Endorsement
23. MMA Amendatory Endorsement
24. Optional Extension Period and Optional Extension Premium – ***New***
25. Policyholder Disclosure Notice of Terrorism Insurance Coverage
26. Amend Continuity Date (08/01/2018 for $1M excess of $1M)
27. Choice of Law and Service of Suit – New York

Network Security & Privacy Liability (Continued)

SUBJECT TO:
- Completed Non-Admitted Carrier Disclosure Form

PAYMENT TERMS:
- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request

Signature: _____ Date: _____

Print Name: _____ Title: _____

HUMAN RESOURCES ACTION ITEMS FOR: July 19, 2022

CERT EXTENSION	POSITION	EFFECTIVE DATES	
CAWCUTT, THOMAS L, JR	ELEMENTARY PRINCIPAL/EAST SITES, NOT TO EXCEED 100 HRS	6/13/2022	8/26/2022
COOK, JESSICA L	ELEMENTARY PRINCIPAL/WEST SITES, NOT TO EXCEED 100 HRS	6/13/2022	8/26/2022
Total: 2			

CERT LEAVE	POSITION	EFFECTIVE DATES	
BOYHTARI, BONNIE J	GRADE 2/CONGDON, JOB SHARE .5 LWOP AMY SUNDLAND		
GILBERTSON, HEATHER L	FAMILY & CONSUMER SCIENCE/ORDEAN EAST	5/06/2022	6/10/2022
MEHLING, MARIBEL L	GRADE 3/MYERS WILKINS, EXTENDED MID-CAREER	8/30/2022	6/09/2023
SCHROEDER, JESSICA L	LTS CHOIR/DENFELD	5/23/2022	5/27/2022
SMITH, MICHAELA S	GRADE 2 TEACHER/MYERS WILKINS	5/24/2022	6/10/2022
STOKES, HANNAH P	SOCIAL WORKER/MYERS WILKINS	5/06/2022	6/10/2022
SUNDLAND, AMY J	GRADE 2/CONGDON, JOB SHARE .5 LWOP BONNIE BOYHTARI		
Total: 7			

CERT RESIGNATION	POSITION	EFFECTIVE DATES
BRITTON, KATIE J	READING INTERVENTIONIST/LINCOLN PARK	7/29/2022
RADOSEVICH, ELIZABETH C	SCHOOL SOCIAL WORKER/DISTRICT WIDE	6/10/2022
SCHWARZBAUER, COURTNEY L	HELP ME GROW/CHILD FIND COORDINATOR/DISTRICT WIDE	6/30/2022
Total:3		

CERT SUMMER	POSITION	EFFECTIVE DATES	
BERGH, MICHAEL R	PHYSICAL SCIENCE/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
BIANCHINI, JULIA	MATH/MERRITT CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
BRUNS, TYLER J	PHYSICAL SCIENCE/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
BUSH, SHANIA F	PHYSICAL SCIENCE/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
DOLINSEK, KAELEN M	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
ENGLUND, MAGGIE J	MATH/ENGLISH/MERRITT CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
HILFERS, ANDREW J	BIOLOGY/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
HINZMANN, LYNN A	ALGEBRA/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
HOPEN, ELLIOTT A	MATH/ARROWHEAD ACADEMY, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
HYNES, CHERYL L	ENGLISH/MERRITT CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
JANSON, LEE A	ENGLISH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MAROHN, SHARNEA A	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
MCKEEVER, JOSHUA P	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
MOSELEY, DAVID C	MATH/CHESTER CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
PETERSON, JODY L	MATH/CHESTER CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
PETRICH, WADE D	LANGUAGE ARTS/CHESTER CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
PRUDHOMME, JENNIFER M	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
RUDOLPH, MACOY R	SOCIAL STUDIES/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
SEMENOVA, NATALIA A	SCHOOL BUS HELPER/TRANSPORATION	6/13/2022	8/26/2022
SZAFLARSKI, ERICA E	ELEMENTARY/CHESTER CREEK, NOT TO EXCEED 51 HRS, SPLITTING WITH C ROURKE	6/13/2022	7/14/2022
TARALSETH, KEVIN J	BIOLOGY/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
TERWEY, JOSH D	ENGLISH 9-12/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
WRIGHT, KARI L	BIOLOGY/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
Total: 23			

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES
LEDOUX, JASON S	HVAC MAINT/DW, 40/52WKS, $26.18/HR, T RUSK	7/05/2022
LUUKKONEN, TERRI LEE	OFF SUPP SPEC INT/MERRITT CREEK, 40/42WKS, $15.23/HR. S KNAUSS	8/22/2022
PIETRUSA, AMBER R	HR ASST/HUMAN RESOURCES/UGH/40/52WKS, $19.32/HR M WRAZIDLO	7/05/2022
RIKER, KALLIE M	OFF SUPP SPEC INT/UHG, 40/12WKS, $18.96/HR	6/22/2022
Total: 4		

NON CERT EXTENSION	POSITION	EFFECTIVE DATES	
BECK, ELIZABETH A	SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 95 HRS	6/16/2022	7/15/2022
BENNETT, JAMIE M	INTEGRATION SPECIALIST/LOWELL, NOT TO EXCEED 120 HRS	6/13/2022	6/30/2022
CHRISTJOHN, DUSTIN B	SPED BW PARA/DW, NOT TO EXCEED 90 HRS	6/13/2022	6/30/2022
DELACRUZ, JAMIE L	AMERICAN INDIAN HOME SCHOOL LIAISON/ADMIN	6/13/2022	6/30/2022
ERJAVEC, JANE L	JOB COACH PARA/DW, NOT TO EXCEED 92 HRS	7/22/2022	8/18/2022
GELINEAU, AARON T	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 240 HRS	6/13/2022	8/12/2022
GOOD, DEBORAH V	JOB COACH PARA/DW, NOT TO EXCEED 92 HRS	7/22/2022	8/18/2022
GRANT, MARLON J	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 240 HRS	6/13/2022	8/12/2022
HARRIS, CALVIN B	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 60 HRS	6/13/2022	6/30/2022
HOMERE, PHILLIP	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 120 HRS	6/13/2022	8/12/2022
HORTON, AMANDA M	AMERICAN INDIAN LIAISON/ADMIN	6/13/2022	6/30/2022
ISAACSON, KIM L	ECFE PARA/PIEDMONT	6/08/2022	8/03/2022
MCGREW, PAULA L	OSSI/MYERS-WILKINS, NOT TO EXCEED 85 HRS	6/20/2022	8/12/2022
MCKEEVER, JUDITH M	SPED BW PARA/CHESTER CREEK, NOT TO EXCEED 99 HRS	6/13/2022	7/13/2022
MILLER, SUSANNA M	AMERICAN INDIAN LIAISON/ADMIN	6/13/2022	6/30/2022
NELSON, KIM A	PRE-SCHOOL PROG PARA/MYERS-WILKINS, NOT TO EXCEED 180 HRS	6/13/2022	8/25/2022
POHL, EMILY J	INTEGRATION SPECIALIST/LINCOLN PARK, NOT TO EXCEED 120 HRS	6/13/2022	6/30/2022
REDEPENNING, ALLISON M	PRE-SCHOOL PROG PARA/MYERS-WILKINS, NOT TO EXCEED 80 HRS	6/25/2022	8/18/2022
RENNQUIST, JEAN-PAUL F	AMERICAN INDIAN LIAISON/DW	6/13/2022	6/30/2022
RUPP, JEREMY J	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 120 HRS	6/13/2022	6/30/2022
THOMPSON, ALYSSA M	OSSS/OEE/ADMIN BLDG, NOT TO EXCEED 120 HRS	7/11/2022	7/29/2022

VEGA, NANCY G	OSSS/ADMIN, NOT TO EXCEED 160 HRS	6/27/2022	8/12/2022
WATKINS, MEGAN M	INTERGRATION SPECIALIST/MYERS-WILKINS, NOT TO EXCEED 60 HRS	6/13/2022	6/30/2022
Total: 23			

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
FULLER, HANNA L	SUPERVISORY PARAPROFESSIONAL/DENFELD	5/2/2022	5/10/2022
GODFREY, CORA F	SPEC ED PARAPROFESSIONAL/EAST	5/10/2022	5/13/2022
HARDEN, STEPHANIE J	SPEC ED PARAPROFESSIONAL/LESTER PARK	5/2/2022	5/12/2022
LARSON, CARI J	NUTRITION SERVICES ASSISTANT/LESTER PARK	5/24/2022	5/27/2022
OLBERG, JAELAH S	SUPERVISORY PARAPROFESSIONAL/ORDEAN EAST	5/2/2022	5/12/2022
SIMPSON, LARA M	SPEC ED LPN PARAPROFESSIONAL/DENFELD	5/9/2022	5/13/2022
Total: 6			

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
BAKKEN, LAUREL L	SCHOOL CUSTODIAN II/ORDEAN EAST	7/01/2022
GILMORE, CHELSEY M	HUMAN RESOURCES ASSISTANT/UHG	6/24/2022
KROCHALK, SUSAN L	SPEC ED PARAPROFESSIONAL/PIEDMONT	6/10/2022
SZAFLARSKI, ERICA E	SPEC ED PARAPROFESSIONAL/CHESTER CREEK	6/09/2022
YANG, JOSHUA	INTEGRATION SPECIALIST/PIEDMONT	6/10/2022
Total: 5		

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
GOOD, DEBORAH V	SPEC ED PARAPROFESSIONAL/DISTRICT WIDE	8/19/2022
STABE, GWEN M	MIS PARAPROFESSIONAL/DISTRICT WIDE	6/09/2022
Total: 2		

NON CERT SUMMER	POSITION	EFFECTIVE DATES	
BALSAVICH, JANEL E	PARA/PIEDMONT	6/14/2022	7/12/2022
BATTEES, SUSAN L	NUTR SVCS ASST/MYERS-WILKINS	6/20/2022	8/19/2022
BERGERON, RENEE A	PARA/MERRITT CREEK	6/13/2022	7/13/2022
BERGERON, RENEE A	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
BIRDSALL, JADE E	EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
BOLANDER, MELISSA A	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
CHRISTJOHN, DUSTIN B	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
COTTINGHAM, JANE M	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
CULLEN, JULIE A	CHILD NUTIRTION SATELLITE MANAGER/STOWE	6/20/2022	8/19/2022
DEFRANG, DARCIE L	SCHOOL BUS HELPER/TRANSPORATION	6/13/2022	8/26/2022
DRAGSTEN, MICHAEL C	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
DRAKE, TERRY W	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
DURENE, LISA M	ASL INTERPRETER/DENFELD	6/20/2022	7/08/2022
DURENE, LISA M	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
ERICKSON, LIANNE M	NUTR SVCS ASST/LAURA MACARTHUR	6/20/2022	8/19/2022
FERN, JERE-LYN	NUTR SVCS ASST/LOWELL	6/20/2022	8/19/2022
FOUTS, PAMELA J	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/12/2022
FREEL, FREDERICK J, II	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
GANZ, VANESSA M	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 100 HRS	7/22/2022	8/18/2022
GARVEY, SARAH G	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
GOAR, AMY L	SPED ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
GRAHAM, ELIZABETH J	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
GUZZO, JAMES F	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
GUZZO, SHANNON M	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
JOHNSON, ELIZABETH A	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
JOHNSON, JENNIFER N	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
JONES, BRITT S	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
JOUPPI, HOLLY L	NUTRITION ASST/PIEDMONT	6/20/2022	7/01/2022
KARON, MARIA M	CHILD NUTRITION SATELLITE MANAGER/PIEDMONT	6/20/2022	8/19/2022
KELLEY, LAVINA J	EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
KENOW, AMY J	EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
KILLIAN, JOSEPH J	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
KNEELAND, STEVE F	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
KONCZAK, DEBRA L	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
KOOSMAN, CHRISTINE M	SCHOOL BUS HELPER/TRANSPORATION	6/13/2022	8/26/2022
KVAM, TYLER R	RESIDENTIAL PARA/MERRITT CREEK	6/13/2022	7/13/2022
LARSEN, ROGER L, III	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
LARSON, MARTIN E	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	
LUNDBERG, BONNIE I	JOB COACH PARA/DW, NOT TO EXCEED 92 HRS	7/22/2022	8/18/2022
MAYVILLE, RICHARD A	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
MCKEEVER, JUDITH M	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
MCRAE, CAYLEE A	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
MICHELIZZI, AMY L	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
MONSON, DEBRA S	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
MURPHY, MARIA J	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
MUSOLF, LESLIE A	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
NACEY, DEIDRA A	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
NELSON, CATHERINE L	JOB COACH PARA/DW	6/20/2022	7/21/2022
NELSON, CATHERINE L	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
NOVAK, JANIE M	EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
NOVITSKI, FRANK E	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022

OLESIAK, GENEVIEVE M	SCHOOL BUS HELPER/TRANSPORATION	6/13/2022	
PALMER, MICHELLE L	CHILD NUTRITION SATELLITE MANAGER/LOWELL	6/20/2022	8/19/2022
PIERCE, DIANE L	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
PIKE, KACEE C	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
PORTER-DONAHUE, LISA R	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
PREMO, TERRANCE L	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
PUFF, JODI M	CHILD NUTRITION SATELLITE MANAGER/MYERS-WILKINS	6/20/2022	8/19/2022
SEMENOV, YURY V	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
SERSHON, CHRISTY L	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
SETTERGREN, GERALDINE J	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
SIMPSON, LARA M	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 100 HRS	7/22/2022	8/18/2022
SLAGLE, MARGARET E	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 100 HRS	7/22/2022	8/18/2022
SNEDKER, ANGELA R	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
SORBO, GWEN V	EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
STEVENS, MARISA K	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
TJADEN, GLENN A	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
TJADEN, LAURIE E	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
VAN ALLEN, GEORGIA M	CHILD NUTRITION SATELLITE MANAGER/LAURA MACARTHUR	6/20/2022	8/19/2022
WALCZYNSKIFILIPOVICH, DENA M	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
WALDRIFF, TRACY L	RESIDENTIAL PARA/CHESTER CREEK, NOT TO EXCEED 99 HRS	6/13/2022	7/13/2022
WALDRIFF, TRACY L	JOB COACH PARA/DW, NOT TO EXCEED 92 HRS	7/22/2022	8/18/2022
WAUGAMAN, STEPHANIE M	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
WICK, SUSAN C	FOOD SERVICE HELPER/PIEDMONT	6/11/2019	8/02/2019
WICK, SUSAN C	NUTR SVCS ASST/PIEDMONT	7/01/2022	8/19/2022
WIECZOREK, ISAIAH G	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022

Total: 76

Fundraisers Reported
June 2022

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Congdon Park ES	School-wide	$428.11	Clothing Spirit Wear through Advantage Emblem – This is a spirit wear sale run through Advantage Emblem. After the sale, we receive what Advantage calls a fundraising amount. We received a check for $428.11.

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **Dave Spooner**
Manager of Facilities

Date: **June 23, 2022**

Re: **BID #1306 Demolition - Central High School**

The following bid was solicited in accordance with state statute and School Board Policy for the demolition of Central High School on the hill.

BID #1306 Demolition - Central High School:

Bids were solicited from seven (7) contractors for the demolition project. After review, I recommend that the School Board approve entering into an agreement with Veit & Company, Inc, based on their low responsible base bid of **$810,130.00,** to include the additional add alternate if determined needed as described for **$35,000.00**.

Base Bid - $810,130.00
Add Alt #1 - $35,000.00
Add Alt #2 - Declined

After review and if you concur, please approve and authorize Jill Lofald, Board Chair, to sign via DocuSign.

A LEGENCE Company
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
www.ics-builds.com
(763) 354-2670

July 7, 2022

Mr. David Spooner
Independent School District No. 709
4316 Rice Lake Road
Duluth, MN 55811

Re: Duluth Central High School Demo
Duluth, MN

Dear Mr. Spooner:

ICS Consulting, LLC. has reviewed the bids that were received on Thursday, June 30, 2022, for the above-referenced project. Our recommendation for award is as follows:

Base Bid & Recommended Alternate:

- Work Scope 1 – Complete Demolition of Central High School – Veit & Company, Inc.: $810,130.00
- Alternate 1 – Add for not allowing crushing of foundations that have asbestos containing waterproofing: $35,000.00

Based on the recommendations above, we recommend that the District enter into a contract with the above mentioned for the total bid amount of Eight Hundred and Forty-five Thousand and One Hundred and Thirty Dollars and No/100 Cents ($845,130.00).

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 218-820-7812 should you have any questions regarding our recommendation.

Regards,

Nathan Norton
Senior Project Manager

Enclosures

BID TABULATIONS
Thursday, June 30, 2022
10

OWNER: Duluth Public Schools ISD 709
Duluth Central High School Demolition
Program Manager: **ICS**
ARCHITECT/ENGINEER: **DSGW Architects**

Demolition

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	ALLIANCE	BOLANDER	DORE	LANDWEHR	STACK BROS	VEIT	RACHEL
BID SECURITY	X	X	X	X	X	X	X
ADDENDA REC'D.	1,2	1	1,2	1,2	1	1,2	1,2
RESPONSIBLE CONTRACTOR FORM	X	X	X	X	X	X	X
BASE BID	$1,878,690.00	$1,360,000.00	$2,224,400.00	$1,143,482.00	$2,875,000.00	$810,130.00	$1,247,743.00
Alternate 1: Add for NOT allowing crushing of foundations that have asbestos containing waterproofing	$155,000.00	$48,000.00	$187,600.00	$113,365.00	na	$35,000.00	$115,000.00
Alternate 2: Add for coordinating with abatement contractor and exposing the foundation waterproofing for the abatement contractor to perform abatement.	$35,000.00	$18,000.00	$22,100.00	$17,675.00	$15,000.00	$15,000.00	$12,000.00

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Seventh day of July in the year 2022

BETWEEN the Owner:

Duluth Public Schools, ISD #709
4316 Rice Lake Road
Duluth, MN 55802

and the Contractor:

Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

for the following Project:

Bid #1306
Duluth Public Schools –Central High School Demo
730 E. Central Entrance
Duluth, MN 55811

The Construction Manager:

ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413

The Architect:

DSGW Architects
2 West 1st, Suite 201
Duluth, MN 55802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1515868238)

TABLE OF ARTICLES

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7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Paragraph deleted)

[**X**] The date of this Agreement.

(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph deleted)

Owner requires work to be substantially complete by 5/19/2023 as set forth in § 3.3.2 of this Agreement

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates: Work shall be completed as follows:

1. Hazardous Abatement (By Others): 7/11/22 – 11/11/22

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User Notes: (1515868238)

a. Phased starting at Boiler Plant and northern bump out near Portia Johnson Road.

2. Regulated Waste Removal: Start 9/12/22
3. Building Demolition and Site Repairs: Start 11/14/22

(Table deleted)

a. Phased to start removal of northwestern utilities, Boiler Plant, and northern bump out near Portia Johnson Road; this will allow new roadway to be completed.

4. Building Demolition and Site Repairs: Finish 1/27/23
   a. Final Site Restorations (Spring Work): 5/8/23 – 5/19/23

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1

(Paragraphs deleted)

Intentionally Omitted

§ 3.4.2

(Paragraphs deleted)

Intentionally Omitted

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[**X**] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Eight Hundred Forty-Five Thousand, One Hundred Thirty Dollars ($ 845,130.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates included in the Contract Sum:

Item	Price
Alternate 1: Add for not allowing crushing of foundations that have asbestos containing waterproofing	$35,000.00

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
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(Table deleted)

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(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the second following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty-five (35) days after the Construction Manager receives the Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019 and

.4 Retainage withheld pursuant to Section 5.1.7.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

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retainage as set forth in AIA A232-2019.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

(Paragraphs deleted)

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

0 % Zero

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

ICS

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner, or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor

(Paragraphs deleted)

within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Jill Lofald
Duluth Public Schools, ISD #709
4316 Rice Lake Road
Duluth, MN 55802

§ 8.3 The Contractor's representative:

Peter Williams
Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, Standard Form of Agreement Between Owner and Contractor, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(Paragraphs deleted)
§ 8.7 Intentionally omitted

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
.2 Intentionally omitted
.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser

(Paragraphs deleted)

Edition, as amended for the Project
.4 Intentionally omitted

.5 Drawings

Number	Title	Date
Exhibit A		

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.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
001	6/17/22	12
002	6/27/2022	5

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraphs deleted)
(Table deleted)

(Paragraphs deleted)

.9 Other documents, if any, listed below:

See attached Exhibit C

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Jill Lofald	Peter Williams
(Printed name and title)	*(Printed name and title)*

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ICS

Exhibit A

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
C001	GENERAL NOTES & DETAILS	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C002	DEMOLITION PLAN	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C003	GRADING PLAN & SWPPP	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C004	SWPPP NARRATIVE	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)

ICS

Exhibit B

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Project Manual Cover Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 00 10	Project Title Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 00	Table of Contents	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 01	Registration Sheet	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 05	Certifications Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 15	Schedule of Drawings	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 11 13	Advertisement for Bids	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 20 00	Instructions to Bidders	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 41 13	Bid Form	1	06/17/22	06/17/22	Addendum 01
00 50 00	List of Contract Forms	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 71 00	Standard Forms	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 71 01	Supplementary Conditions	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 72 00	General Conditions	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 73 43	Prevailing Wage Rate Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 91 00	Addenda	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 - General Requirements					
01 11 00	Summary of Work	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 12 00	General Work Scope Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 13 00	List of Work Scopes	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 14 00	Work Scope 1 - Demolition	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 23 00	Alternates	0	06/17/22	06/17/22	Addendum 01
01 26 00	Contract Modification Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 29 00	Payment Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 30 00	Administrative Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 31 26	Electronic Communication Protocols	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 32 10	Project Schedule Requirements	2	06/27/22	06/27/22	Addendum 2
01 33 00	Submittal Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 52 00	Safety	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 60 00	Product Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 70 00	Execution Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 77 00	Closeout Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
02 - Existing Conditions					

Number	Description	Revision	Issued Date	Received Date	Set
02 41 00	Demolition	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 - Earthwork					
31 22 00	Grading	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 23 16	Excavation	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 23 23	Fill	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022

EXHIBIT C

OTHER PROVISIONS TO STANDARD CONTRACTOR AGREEMENT
ISD #709 Duluth Central High School Demolition
Duluth, MN

- Notice to Proceed: This exhibit shall serve as your official "Notice to Proceed" document.

- Contract: Your Contract has been enclosed for review and execution. After signing, the contract will be forwarded directly to the Owner for execution. You will receive a fully executed copy electronically through DocuSign upon completion.

- Request for Payment: The completed schedule of values must be uploaded into Procore through the Invoicing module for approval and acceptance before any request for payment will be considered. Submit applications for payment through Procore to ICS for review and approval upon receipt of the Invite to Bill notification. All applications should be entered & attached by the 25th of the Month. No payment will be made until materials are delivered to the site and work at the site has commenced.

- Submission of Contractor's Construction Schedule/Dates: All prime contractors are asked to submit (via Submittal Tool as a required contract document) a preliminary milestone schedule for their portions of the work to be reviewed and incorporated into the overall project schedule created by the Project Manager. Scheduling of the work will be coordinated with the Project Manager.

- Required Submittals (this includes all Shop Drawings, Product Data/Information, Samples, Reports/Inspections, Mix Designs, Certifications, Training Correspondence, etc. that are called out per spec section as well as all Required Contract & Close Out Documents such as Certificate of Insurance, P&P Bonds, Schedule of Values, Construction Schedule, W-9, List of Contractors, Safety Information, etc. O&M Manuals, As-Builts, Warranty, Training, etc.): The Construction Manager (ICS) will set up the submittal log and apply the submittal reviewers/workflows in Procore. **This needs to be done before ANY Submittals can be uploaded or processed.** Shop drawings and submittals shall be managed via the Construction Manager's web-based project management software system, Procore, by the Prime Contractor. All submittals shall include an approval stamp from the Prime Contractor.

Within ten (10) working days after award of the Contract and prior to starting work on-site, this Contractor must submit to ICS via the Submittals tool within Procore:

- Insurance Certificates: **(Owner) and ICS shall be named as additional named insureds.** Certificate holders shall be as follows:

Duluth Public Schools – ISD 709	City of Duluth	ICS
4316 Rice Lake Road	411 West First Street	1331 Tyler St. N.E., Suite 101
Duluth, MN 55811	Duluth, MN 55802	Minneapolis, MN 55413

- Performance Bond and Payment Bond: Submit one copy of required performance and payment bonds via the Procore Submittals tool prior to initiating any work on site. Refer to the General Conditions for bond specifications and requirements.

- W-9 Form: Please submit a current W-9 form via the Submittals Tool within 10 days of receipt of Contract.

- Schedule of Values: Please submit a detailed breakdown of all material and labor including all requirements referenced in Section 9.2 of Spec Section 00 72 00 – General Conditions via the CSV Template sent to you through the Procore Submittal Tool within 10 days of receipt of your Contract. Once reviewed & approved, ICS will import this into the Invoice Tool.

- Safety Plan: Please submit a detailed Safety Plan, including your company COVID-19 Preparedness Plan, AWAIR and Right to Know documentation within 10 days of your receipt of Contract.

- List of Subcontractors: When requesting one of your subcontractors be entered into Procore for access to the Project, please include the following information: Company name, complete address, trade(s) of company, contact person(s) first and last name, job title and e-mail address. This will expedite the process as well as help with accuracy to alleviate duplications and/or information being updated.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools – ISD 709
4316 Rice Lake Rd
Duluth, MN 55811

BID FROM: Veit & Company, Inc.

14000 Veit Place

Rogers, MN 55374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by DSGW Architecture, 2 W 1st St. STE 201, Duluth, MN 55802 and dated June 1st, 2022 relating to the demolition of the ISD 709 Central High School, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents, hereby proposes and agrees to provide all labor, materials and equipment required to complete the demolition work in accordance with the Contract Documents for the following amount:

Base Bid:

1. Work Scope No. 1 Complete Demolition of Central High School
   a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Eight hundred ten thousand one hundred thirty dollars No/xx — $ 810,130.00

Alternates:

1. Alternate No. 1: Add for NOT allowing crushing of foundations that have asbestos containing waterproofing.
   a. The Bidder agrees to perform all work in the above alternate for the Base Bid Sum of: Thirty five thousand No/xx — $ 35,000.00
2. Alternate No. 2: Add for coordinating with abatement contractor and exposing the foundation waterproofing for the abatement contractor to perform abatement.
   a. The Bidder agrees to perform all work in the alternate for the Base Bid Sum of: Fifteen thousand No/xx — $ 15,000

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria. However, please provide a completed Responsible Contractor Affidavit as found under 00 70 00 Stand Forms.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 14000 Veit Place

City: Rogers State: MN Zip: 55374

Phone Number: 763-428-2242 Fax Number: 763-428-1334

Email: shedtke@veitusa.com

Name (typed or printed): Steven J. Hedtke

Signature:

Title: CFO

Date: 6/30/2022

Veit & Company, Inc. CORPORATE SEAL DECEMBER 29, 1960 MINNESOTA

END OF SECTION

ADDENDUM ONE (1)

Project: Duluth Public Schools ISD# 709 – Demolition Central High School
Date: June 17th, 2022
From: Nathan Norton | ICS Consulting, Inc.
To: All plan holders for above project.

The following addendum shall become part of the construction document for the construction of the above referenced project. This addendum supersedes and supplements all previous reference to similar items.

Enclosed:

1. Updated '00 41 13 – Bid Form'
    a. Added the Alternate section to the bid form
2. Add missing Responsible Con form to section '00 71 00 – Standard Forms - Supplement Information'
3. Add '01 23 00 Alternates' Specification Section. Add text to '00 01 00 Table of Contents' for '01 23 00 Alternates'.
    a. Added Alternate No. 1 for NOT allowing the crushing of the foundation that has asbestos containing waterproofing. This waterproofing and foundation are to be removed in larger chunks and properly disposed by this work scope.
    b. Added Alternate No. 2 for coordinating with abatement contractor and exposing the foundation waterproofing. The waterproofing if not pliable will be abated, if waterproofing is abated the foundations can be demolished as demo contractor desires.
4. Update '01 32 10 – Project Schedule Requirements'
    a. Modify schedule due to longer abatement duration. Changes major start date to a 11/14/22 start.

END OF ADDENDUM

ADDENDUM TWO (2)

Project: Duluth Public Schools ISD# 709 – Demolition Central High School
Date: June 27th, 2022
From: Nathan Norton | ICS Consulting, Inc.
To: All plan holders for above project.

The following addendum shall become part of the construction document for the construction of the above referenced project. This addendum supersedes and supplements all previous reference to similar items.

Enclosed:

1. Pre-Bid Sign in Sheet dated 6/23/2022.
2. Updated '01 32 10 Project Schedule Requirements'
3. Clarification on questions from prebid meeting:
    a. Crushed concrete can be used within right-of-way and as common embankment as long as it meets Class 5 gradation standards.
    b. The existing boilers and heating loops are still full of water and bidders are to drain.
    c. The oil tank is still empty.
    d. The existing transformers are still full of oil and are to be drained by bidder.

END OF ADDENDUM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Veit & Company, Inc.

14000 Veit Place
Rogers, MN 55374

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin St, 17th Floor
Chicago, IL 60606

OWNER:
(Name, legal status and address)
ISD #709 Duluth Public Schools
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Central High School Demolition, Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of June 2022

(Witness)

Veit & Company, Inc
(Principal) *(Seal)*

(Title) Steven S. Heatke, CFO

(Witness)

Western Surety Company
(Surety) *(Seal)*

(Title) Amy M Burns, Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
ss
COUNTY OF _____)

On the _____ day of _____, 20_____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and said that he/she resides in _____ that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
ss
COUNTY OF Hennepin)

On the 28th day of June, 20 22, before me personally appeared Steven S. Hedtke to me known, who being by me duly sworn, did depose and say: that he resides in Maple Grove that he is the CFO ~~President~~ of the Veit & Company, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Nadine L. Kern
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2023

(Notarial Seal)

Notary Public, _____
County, Wright
My commission expires 1/31/2023

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
ss
COUNTY OF Dakota)

On the 27th day of June, 2022, before me appeared Amy M Burns to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

YARALITZA RIVAS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2024

(Seal)

Notary Public, _____
Yaralitza Rivas
County, Hennepin
My commission expires 01/31/2024

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Yaralitza Rivas, Rebecca Thornburg, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of October, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of June, 2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Minn. Stat. §16.285, Subd,. 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
    a. is in compliance with workers' compensation and unemployment insurance requirements;
    b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
    c. has a valid federal tax identification number or a valid Social Security number if an individual; and
    d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
    e.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
    a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period;
    b. has been issued an order to comply by the commissioner of labor and industry that has become final;
    c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
    d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
    e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
    f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7),within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

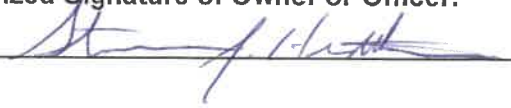
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

1) **My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
2) **I have included Attachment A-1 with my company's solicitation response, and**
3) **if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer: 	**Printed Name:** Steven J. Hedtke
Title: CFO	**Date:** 6/30/2022
Company Name: Veit & Company, Inc.	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**
Erosion Control Specialists	Esko, MN
J&J Contracting, LLC-MN	Shoreview, MN

Employee Harassment Complaints Report
Fiscal Year 2021-2022

Use of Harassment Complaint Form (not reported in Infinite Campus)

Complaints Received in Human Resources	3
Resolved (Under ten complaints not broken out)	3

ICS ISD 709 Duluth Public Schools	**ISD #709** 134 **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report June 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - The roof parapet framing has been completed.
  - New built-up roof work nearing completion.
  - Finalized the drywall in the I.T. room and data closet.
  - Final installation of water heater above the ceiling tile.
- The Public Roadway/DSC/Transportation project construction progress:
  - Removal of underground rock in the way of building footprint and utilities. This removal was completed by hammering and blasting.
  - Stormwater utilities at the new public roadways are ongoing.
  - An underground stormwater storage system has been installed.
  - DSC footings have been completed. The foundation walls are nearly complete.
  - Waterproofing and insulating of the foundations of the DSC are 50% complete.
  - The structural geopiers are fully installed for the Transportation building.
- Demolition of Central High School:
  - Pre-bid walkthroughs took place for both the abatement and complete demolition of Central High School. At these pre-bid walkthroughs, potential bidders are allowed to ask questions about the project and tour the site.
  - In June, the abatement and demolition bids were received and opened publicly. An abatement contractor has been formally selected by the School Board. The demolition bids were opened on 6/30/22 and the lowest qualified bidder will be selected in the coming weeks.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
  a. Facilities:
     i. Canopy installations once delivered.
     ii. Exterior doors and hardware to be completed.
     iii. Air Handler Units are scheduled to arrive and be installed.
  b. DSC/Transportation/Roadways:
     i. Continuation of site grading.
     ii. Foundations for DSC will be ongoing.
     iii. Structural slab for Transportation will commence.
     iv. Ongoing underground plumbing, electrical, and utilities.

GREG Follmer COMMERCIAL REAL ESTATE
230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

July 7, 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
June 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
TK Elevator Corporation	$13,375.00	Facilities (DU/DR)	BID #1286 District-Wide Elevator Service – Third Year of Contract (Second of Two Renewable Years)
Stretar Masonry & Concrete Company, Inc.	$56,088.88	Facilities (DU/DR)	BID #1285 District-Wide Bricklayer Labor – Third Year of Contract (Second of Two Renewable Years)
Johnson's Carpet One	$9,022.84	Facilities (DU/DR)	Quote #4341 District-Wide Flooring Installation Labor – Third Year of Contract (Second of Two Renewable Years)
Northland Fire & Safety, Inc.	$22,010.45	Facilities (DR)	Quote #4359 District-Wide Inspection & Testing of Fire Alarm Systems – Second Year of Contract (First of Two Renewable Years)
Summit Fire Protection	$12,720.25	Facilities (DR)	Quote #4363 District-Wide Security Annual Testing/Maintenance of Sprinkler Systems – Second Year of Contract (First of Two Renewable Years)
Superior Glass, Inc.	$27,342.19	Facilities (DU/DR)	Quote #4362 District-Wide Glass Replacement Services – Second Year of Contract (First of Two Renewable Years)
Benson Electric Company	$43,931.80	Facilities (DU)	BID #1291 District-Wide Electrical Labor – High Voltage & Low Voltage – Second Year of Contract (First of Two Renewable Years)

Viele Contracting, Inc.	$42,184.00	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS, Rockridge Academy
Per Mar Security Services	$45,874.51	Facilities (DU)	Quote #4360 District-Wide Security System & Fire Detection Monitoring Services – Second Year of Contract (First of Four Renewable Years)
Regional Contracting & Painting	$34,605.23	Facilities (DU/DR)	BID #1282 District-Wide Annual Painting Labor – Third Year of Contract (Second of Two Renewable Year)
A+ Contractors	$70,664.00	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Central HS, Congdon Park ES, East HS, Lester park ES, Myers-Wilkins ES, Piedmont ES
The Jamar Company	$16,800.00	Facilities (DU/DR)	Quote #4372 – District Wide Annual Refrigeration Repair Service
Twin Ports Testing	$8,670.00*	Facilities (DR)	Asbestos 3-Year Re-inspection – Congdon ES, Denfeld HS, East HS, Homecroft ES, Lowell ES, Ordean East MS, Rockridge Academy & Transportation
Johnson Controls	$29,016.00	Facilities (DU/DR)	BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services
Infinite Campus	$3,350.00*	Technology (DU)	12-month Subscription for Infinite Campus
Great Lakes Office Solutions	$30,000.00	Purchasing (DU)	RFP 310- Copier Service Contract per specifications and the response provided to the RFP (Renewal 3/3)
Pan-O-Gold Baking Co.	$20,900.00*	Purchasing/Child Nutrition (DU)	BID #1304 (Approved in June, 2022) Bakery products per specification and the response provided to the Bid
Skyward	$5,291.00*	Business Services (DR)	School Business Suite Software, Setup Training
ISCorp (Integrated Systems Corporation)	$19,008.00*	Business Services (DR)	Skyward Hosting Services from July 2022 – June 2023
Lake Superior College	$75,000.00*	Business Services (DR)	Provide the 1-credit FYE 1000 First Year Experience Course for ISD 709 students
Teachers on Call	$12,000.00	Human Resources (DU)	Assignment of TOC employees to provide substitute education-related services at Duluth Public School sites. $12,000 is initial cost.

Navigate 360 – ALICE Training	$25,000.00*	Curriculum (DR)	ALICE Instructor Certification – 16 hours of training for staff
Instructure – Canvas	$43,900.00*	Curriculum (DR)	Canvas LMS Cloud Subscription, Canvas Studio Cloud Subscription
Joseph Montano Sr.	$2,750.00*	Indian Education (DR)	Addendum to bring pay for Joseph Montano Sr. from $5,250.00 to $8,000.00
Anthony Bugg	$3,000.00*	Indian Education (DR)	Providing academic/cultural activities and field trips for American Indian students K-5 during summer enrichment program
Yasmine Long	$4,500.00*	Indian Education (DR)	Providing Ojibwe teachings for American Indian students K-5 during summer enrichment program
Eliza Washington	$5,250.00*	Indian Education (DR)	Providing Ojibwe teachings for American Indian students 6-12 during summer enrichment program
Valerie Dodge	$1.750.00*	Indian Education (DR)	Providing academic/cultural activities and field trips for American Indian students 6-12 during summer enrichment program
Thomas Howes	$1,200.00*	Indian Education (DR)	Providing traditional Ojibwe Lacrosse teachings for American Indian students K-5 during summer enrichment program
Herb Fineday	$1,00.00*	Indian Education (DR)	Sharing information with students regarding topics of the Sky, Water, and Life
Michelle Gribbon	$1,500.00*	East HS (DU)	Provides piano accompaniment for the Choir Dept. for concerts, solo & ensemble contests, commencement, etc.
Mark Atkinson	$2,500.00*	East HS (DU)	Theatre set design and building
Kathy Grady	$2,500.00	East HS (DU)	Theatre costume design
UofM – FAST For Success Reading Enrollment	$4,000.00	Myers-Wilkins ES (DR)	12-month subscription to professional development training program
University Nursery School	$2,480.00	Special Services - ECSE	Provide services for one student IEP
BARR	$16,500.00*	Denfeld HS (DR)	Weekly virtual coaching, access to hundreds of classroom lessons to help students better succeed toward graduation

DocuSign Envelope ID: A59B90F1-A10A-49A6-8CE4-760473922E38

May 18, 2022

TK Elevator Corporation
Attn: Mark Anderson
4511 West First Street, Suite 2
Duluth, MN 55807

RE: BID #1286 District-Wide Elevator Service - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Anderson:

Attached please find a copy of the agreement between ISD #709 and TK Elevator Corporation for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2022**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address I 4316 Rice Lake Road, Suite 108 I Duluth, MN 55811 I F: 218.336.8909
Facilities Management I Maintenance - P: 218.336.8907 I Operations - P: 218.336.8905

CONTRACT

ELEVATOR SERVICE - Bid #1286

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**TK Elevator Corporation** (Name Change from Thyssenkrup Elevator)
Contact:	Mark Anderson
Address:	4511 West First Street, Suite 2, Duluth, Minnesota 55807
Phone:	218-415-1872
Correspondance Email Address	mark.anderson@tkelevator.com
Emergency Contact & Phone Number	Central Region Dispatch 800-759-3538

REGULAR HOURLY RATE	FY21 First Year	FY22 Second Year	FY23 Third Year
Mechanic in Charge	$197.00	$198.97	$209.12
Mechanic	$175.00	$176.75	$185.76
Apprentice 4th Year	$140.00	$141.40	$148.61
Apprentice 3rd Year	$122.50	$123.73	$130.03
Apprentice 2nd Year	$113.80	$114.94	$120.80
Apprentice 1st Year	$96.30	$97.26	$102.22
Probation Apprentice	$87.50	$88.38	$92.88
Helper	$122.50	$123.73	$130.03
OVERTIME HOURLY RATE			
Mechanic in Charge	$335.00	$338.35	$355.61
Mechanic	$597.50	$603.48	$634.25
Apprentice 4th Year	$238.00	$240.38	$252.64
Apprentice 3rd Year	$208.25	$210.33	$221.06
Apprentice 2nd Year	$193.00	$194.93	$204.87
Apprentice 1st Year	$164.00	$165.64	$174.09
Probation Apprentice	$148.75	$150.24	$157.90
Helper	$208.25	$210.33	$221.06
HOLIDAY HOURLY RATE			
Mechanic in Charge	$394.00	$397.94	$418.23
Mechanic	$350.00	$353.50	$371.53
Apprentice 4th Year	$280.00	$282.80	$297.22
Apprentice 3rd Year	$245.00	$247.45	$260.07
Apprentice 2nd Year	$228.00	$230.28	$242.02
Apprentice 1st Year	$193.00	$194.93	$204.87
Probation Apprentice	$175.00	$176.75	$185.76
Helper	$245.00	$247.45	$260.07

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

SERVICE COST PER BUILDING

1	Congdon Park ES	$900.00	$909.00	$955.36
2	Congdon Park ES Lift	$900.00	$909.00	$955.36
3	Denfeld HS	$900.00	$909.00	$955.36
4	Denfeld HS	$900.00	$909.00	$955.36
5	East HS	$900.00	$909.00	$955.36
6	HOCHS	$900.00	$909.00	building sold
7	Homecroft ES	$900.00	$909.00	$955.36
8	Laura MacArthur ES	$900.00	$909.00	$955.36
8a	Laura MacArthur ES	$900.00	$909.00	$955.36
9	Lester Park ES	$900.00	$909.00	$955.36
10	Lincoln Park MS	$900.00	$909.00	$955.36
12	Myer-Wilkins ES	$900.00	$909.00	$955.36
15	Ordean East MS - South	$900.00	$909.00	$955.36
16	Ordean East MS - North	$900.00	$909.00	$955.36
17	Piedmont ES	$900.00	$909.00	$955.36
	Total Amount	$13,500.00	$13,635.00	$13,375.03

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount Bid $47,610.85

DS

Insurance Received LS

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 369 350 000

Acceptance of 2022/2023 Contract — Rod Bierman — 6/29/2022
DocuSigned by: signature — date

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services — Cathy Erickson — 6/29/2022
signature — date

DocuSign Envelope ID: BF20E010-7BFB-42CF-96BE-B2CDED96A995

May 18, 2022

Stretar Masonry & Concrete Company, Inc.
Attn: David Greske
5719 Roosevelt Street
Duluth, MN 55807

RE: BID #1285 District-Wide Bricklayer Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Greske:

Attached please find a copy of the agreement between ISD #709 and Stretar Masonry & Concrete Company, Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2022**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: BF20E010-7BFB-42CF-96BE-B2CDED96A995

CONTRACT
BRICKLAYER LABOR
Bid #1285

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Stretar Masonry & Concrete Company, Inc.**
Contact:	David Greske
Address:	5719 Roosevelt Street, Duluth, Minnesota 55807
Phone:	218-624-4824 fax 218-624-4825
Correspondence Email Address	stretar@stretarmasonry.com
Emergency Contact & Phone Number	William Kero 218-624-4824

REGULAR HOURLY RATE	*FY21 First Year*	*FY22 Second Year*	**FY23 Third Year**
FOREMAN	*$94.40*	*$95.34*	**$100.20**
JOURNEYMAN	*$88.55*	*$89.44*	**$94.00**
APPRENTICE	*$81.25*	*$82.06*	**$86.25**

OVERTIME HOURLY RATE

FOREMAN	*$122.00*	*$123.22*	**$129.50**
JOURNEYMAN	*$113.00*	*$114.13*	**$119.95**
APPRENTICE	*$104.50*	*$105.55*	**$110.93**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Bid *$56,088.88*

DS

Insurance Received LS

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 368 350 000

Acceptance of 2022/2023 Contract: DocuSigned by: David Greske B424321E88AC45F... 6/3/2022
signature *date*

ISD 709, Cathy Erickson: DocuSigned by: Catherine Erickson EB8F2CAC8D644B3... 6/7/2022
CFO/Executive Director of Business Services *signature* *date*

DocuSign Envelope ID: F1499EAE-8EB2-47A3-9FBD-9E02529F483C

May 19, 2022

Johnson's Carpet One
Attn: Kyle Severin
5611 Grand Avenue
Duluth, MN 55807

RE: QUOTE #4341 District-Wide Flooring Installation Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Severin:

Attached please find a copy of the agreement between ISD #709 and Johnson's Carpet One for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy needs to be provided as soon as possible as your current certificate expired on **May 15, 2022.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address I 4316 Rice Lake Road, Suite 108 I Duluth, MN 55811 I F: 218.336.8909
Facilities Management I Maintenance - P: 218.336.8907 I Operations - P: 218.336.8905

ISD 709 Duluth Public Schools

DocuSign Envelope ID: F1499EAE-8EB2-47A3-9FBD-9E02529F483C

CONTRACT

FLOORING INSTALLATION LABOR

Quote #4341

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Johnson's Carpet One**
Contact:	Kyle Severin
Address:	5611 Grand Avenue, Duluth, MN 55807
Phone:	218-628-2249 fax 218-628-2132
Correspondance Email Address	kseverin@johnsoncarpetone.com
Emergency Contact & Phone Number	Jim Pohl 218-628-2249 *(office)*

HOURLY RATE	*FY21 First Year*	*FY22 Second Year*	**FY23 Third Year**
REGULAR HOURLY RATE	*$67.00*	*$67.67*	**$71.12**
OVERTIME HOURLY RATE	*$85.00*	*$85.85*	**$90.23**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Quote *$9,022.84*

DS

Insurance Received LS

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 379 350 000

Acceptance of 2022/2023 Contract

DocuSigned by: David Fulda EAA371BCEA2C4E5... 5/26/2022
signature *date*

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

DocuSigned by: Cathy Erickson EB8E2CAC8D644B2... 6/8/2022
signature *date*

DocuSign Envelope ID: 2E9B3A07-2589-42B2-9111-CCB9D00CAA4E

May 18, 2022

Northland Fire & Safety, Inc.
Attn: Mary Randby
2213 East 5th Street
Superior, WI 54880

RE: QUOTE #4359 District-Wide Inspection & Testing of Fire Alarm Systems - Second Year of Contract (First of Two Renewable Years)

Dear Ms. Randby:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **July 1, 2022.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811 | F: 218.336.8909
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905

Duluth 709 Public Schools

DocuSign Envelope ID: 2E9B3A07-2589-42B2-9111-CCB9D00CAA4E

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4359

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Northland Fire & Safety, Inc.**
Contact:	Mary Randby
Address:	2213 East 5th Street, Superior, Wisconsin 54880
Phone:	715-398-6643 fax 715-398-6647
Correspondance Email Address	mrandby@northlandfire.com
Emergency Contact & Phone Number	Mary Randby 218-788-6651 (pager)

INSPECTION	*FY22 First Year*	**FY23 Second Year**	*FY24 Third Year*
Total Amount of Quote *(see page 2 of 2)*	*$13,516.00*	**$11,787.37**	

(Contractors annual inspection cost)

ADD/DEDUCT PER DEVICE CHARGE

Smoke/Heat Detector	*$1.00*	**$1.05**	
Signaling Notification Device	*$0.75*	**$0.79**	
Other Initiating Device	*$1.00*	**$1.05**	
Accessory Device	*$1.00*	**$1.05**	

ADD ALTERNATE CLEANING/INSPECTIONS

Kitchen Hood Cleaning (35 hoods) *HOCHS removed*	*$5,307.00*	**$5,577.66**	
ANSUL System Inspection (19 systems)	*$4,420.00*	**$4,645.42**	

(5.1% increase over FY21 contract)

Estimated Annual Amount of Bid *$22,010.45*

DS LS

Insurance Received _____

Budget Code 05 E 005 865 363 305 000

Acceptance of 2022/2023 Contract

DocuSigned by: Mary Randby 22CD49E5F424489...
signature 5/19/2022 *date*

DocuSigned by: Cathy Erickson E88F2CAC8D644B2...
ISD 709, Cathy Erickson
CFO/Executive Director of Business Services
signature 6/8/2022 *date*

DocuSign Envelope ID: 2E9B3A07-2589-42B2-9111-CCB9D00CAA4E

INSPECTION BREAKDOWN PER BUILDING

LOCATION	*FY22 First Year*	**FY23 Second Year**	*FY24 Third Year*
1) Central High School *(closed)*	$441.00	**$463.49**	
2) Congdon Park Elementary School	$601.00	**$631.65**	
Sensitivity Testing (FY22)	$616.00		
3) Denfeld High School	$1,966.00	**$2,066.27**	
4) East High School	$976.00	**$1,025.78**	
5) Garfield Avenue Building	$296.00	**$311.10**	
~~*6) Historic Old Central High School*~~	*$796.00*	*building sold*	
~~*Sensitivity Testing (FY24)*~~			
7) Homecroft Elementary School	$491.00	**$516.04**	
Sensitivity Testing (FY24)			
8) Lakewood Elementary School	$416.00	**$437.22**	
Sensitivity Testing (FY24)			
9) Laura MacArthur Elementary School	$666.00	**$699.97**	
10) Lester Park Elementary School	$331.00	**$347.88**	
11) Lincoln Park Middle School	$506.00	**$531.81**	
12) Lowell Elementary School	$796.00	**$836.60**	
Sensitivity Testing (FY24)			
14) Myers-Wilkins Elementary School	$691.00	**$726.24**	
Sensitivity Testing (FY22)	$1,066.00		
16) Ordean East Middle School	$686.00	**$720.99**	
13) Piedmont Elementary School	$411.00	**$431.96**	
14) Rockridge Academy	$366.00	**$384.67**	
Sensitivity Testing (FY23)		**$466.00**	
15) S.T.C. Main Campus *(closed)*	$666.00	**$699.97**	
16) S.T.C. Upper Campus - In progress of Renovations	$266.00	*renovations*	
17) Stowe Elementary School	$466.00	**$489.77**	
Sensitivity Testing (FY24)			
Total Amount of Quote	*$13,516.00*	*$11,787.37*	

DocuSign Envelope ID: 87484A3E-F3AF-41ED-AD44-5AAAE33C8EA9

May 18, 2022

Summit Fire Protection
Attn: Kenneth Schlais
4619 Airpark Boulevard
Duluth, MN 55811

RE: QUOTE #4363 District-Wide Security Annual Testing/Maintenance of Sprinkler Systems - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Schlais:

Attached please find a copy of the agreement between ISD #709 and Summit Fire Protection for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 1, 2023**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811 | F: 218.336.8909
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905

Duluth Public Schools ISD 709

CONTRACT

Annual Testing/Maintenance of Sprinkler Systems - Quote #4363

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Summit Fire Protection**
Contact:	Kenneth Schlais
Address:	4619 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-740-4412 fax 218-740-4413
Correspondence Email Address	kschlais@summitfire.com
Emergency Contact & Phone Number	Jeff Keppers 218-522-0478

HOURLY RATE	*FY22 First Year*	**FY23 Second Year**	*FY24 Third Year*
REGULAR Hourly Rate	*$85.00*	**$89.34**	
OVERTIME Hourly Rate	*$115.00*	**$120.87**	
HOLIDAY Hourly Rate	*$140.00*	**$147.14**	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

	ANNUAL SERVICE COST PER BUILDING		Includes City fees and additional systems found *	
1	Central High School *(closed)*	*$525.00*	**$664.23**	
1A	Hydrant *(6 hydrants)*	*$185.00*	**$254.34**	
2	Congdon Park Elementary School	*$345.00*	**$532.86**	
3	Denfeld High School	*$570.00*	**$2,251.24**	
4	East High School	*$535.00*	**$695.76**	
4A	Hydrant *(3 hydrants)*	*$95.00*	**$207.05**	
~~5~~	~~*Historic Old Central High School*~~	~~*$975.00*~~	*building*	
~~5A~~	~~*Fire Pump Testing*~~	~~*$400.00*~~	*sold*	
6	Homecroft Elementary School	*$185.00*	**$401.48**	
7	Lakewood Elementary School	*$185.00*	**$219.66**	
7A	Fire Pump Testing	*$400.00*	**$420.40**	
8	Laura MacArthur Elementary School	*$345.00*	**$375.21**	
9	Lester Park Elementary School	*$535.00*	**$674.74**	
10	Lincoln Park Middle School	*$620.00*	**$776.69**	
10A	Fire Pump Testing	*$400.00*	**$420.40**	
10B	Hydrant	*$185.00*	**$194.44**	
11	Lowell Elementary School	*$185.00*	**$401.48**	
11A	Hydrant	*$95.00*	**$99.85**	
12	Myers-Wilkins Elementary School	*$390.00*	**$1,044.69**	
13	Ordean East Middle School	*$475.00*	**$1,207.60**	
14	Piedmont Elementary School	*$475.00*	**$729.39**	
15	Rockridge Academy	*$185.00*	**$207.05**	
15A	Hydrant	*$95.00*	**$99.85**	
16	STC Main Campus *(closed)*	*$290.00*	**$317.40**	
17	STC Upper - Facilities Offices	*$185.00*	*renovations*	
18	Stowe Elementary School	*$185.00*	**$424.60**	
18A	Hydrant *(1 hydrant)*	*$150.00*	**$99.85**	
	Total Annual Amount of Quote	*$9,195.00*	**$12,720.25**	

(5.1% increase over FY22 contract)

** as per Summit letter dated 12-10-21*

DS
LS

Insurance Received _____

Budget Code 05 E 005 865 363 305 000

Acceptance of 2022/2023 Contract

DocuSigned by: Kenneth C Schlais C97FCC0E15974B0... 5/19/2022
signature date

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

DocuSigned by: Cathy Erickson EBBF2CAC8D644B2 6/8/2022
signature date

DocuSign Envelope ID: 87484A3E-F3AF-41ED-AD44-5AAAE33C8EA9

SUMMIT
FIRE PROTECTION

Date: December 10, 2021

To: ISD #709 School District
800 Central Entrance
Duluth, MN 55811

Attention: Dave Meyer

Regarding: Fire Protection Proposal
Project Name: Central School Flow switch
Address: Duluth, MN

Mr. Meyer,
As discussed, below is a list of the systems installed and Inspected at the ISD #709 Facilities. The systems listed in Red indicate additional systems discovered at each site, compared to the original list. The last column is the change in cost for the additional system Inspections.

Fire Sprinkler systems

1. Central High School	4 Wet, 1 Dry, 1 Standpipe system	$620
1a. Hydrant Inspections	6 hydrants	$230
2. Congdon Park Elementary	3 Standpipe, 1 wet, 1 dry, 1 pre-action	$495
3. Denfeld High School	7 Wet, 17 Standpipe, 1 Anti-freeze, 47 zones	$2,130
4. East High School	3 Wet, 1 pre-action, 3 Zone valves	$650
4a. Hydrant inspections	3 Hydrants	$185
5. Historic Old Central	4 Stand, 5 wet, 4 dry, 1 pre-action, 1 Backflow	$975
5a. Fire Pump testing		$400
6. Homecroft Elementary	3 Wet, 1 Backflow	$370
7. Lakewood Elementary School	1 wet, 1 Backflow	$185
7a. Fire Pump testing		$400
8. Laura MacAurthur Elementary	2 Wet, 1 Pre-action (Solenoid)	$345
9. Lester Park Elementary	4 Wet, 1 Pre-action, 1 Anti-freeze	$630
10. Lincoln Park Middle school	1 Stand, 6 Wet, 2 Anti-freeze, 1 Backflow	$715
10a. Fire Pump testing		$400
10b. Hydrant Testing	5 Hydrants	$185
11. Lowell Elementary	1 Standpipe, 3 Wet	$370
11a. Hydrant inspections	1 Hydrant	$95
12. Myers-Wilkins Elementary	3 Stand, 5 Wet, 1 Dry, 1 Pre-action, 1 backflow	$970
13. Ordean East Middle School	4 Stand, 6 Wet, 1-Dry, 1 Anti, 1 Back, 9 zones	$1,125
14. Piedmont Elementary	3 Wet, 1 Pre-action, 1 Anti-freeze, 1 Backflow	$670
15. Rockridge Academy	1 Wet	$185
15a. Hydrant inspection	1 Hydrant	$95
16. Secondary Tech Center- Main	1 Standpipe, 1 Wet	$290
17. Secondary Tech Center – Upper	1 Wet	$185
18. Stowe Elementary	2 Wet, 2 Backflows	$380
18a. Hydrant Inspection	1 Hydrant	$95
Total amount of quote		$13,375

DocuSign Envelope ID: 2A4AD099-07A2-4472-B798-20C12C78525F

May 18, 2022

Superior Glass, Inc.
Attn: Knute Pederson
823 Belknap Street, Suite 110
Superior, WI 54880

RE: QUOTE #4362 District-Wide Glass Replacement Services - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Pederson:

Attached please find a copy of the agreement between ISD #709 and Superior Glass, Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2023.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811 | **F:** 218.336.8909
Facilities Management | Maintenance - **P:** 218.336.8907 | Operations - **P:** 218.336.8905

ISD 709 Duluth Public Schools

DocuSign Envelope ID: 2A4AD099-07A2-4472-B798-20C12C78525F

CONTRACT

GLASS REPLACEMENT SERVICES

Quote #4362

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Superior Glass, Inc.**
Contact:	Knute Pedersen
Address:	823 Belknap Street, Suite 110, Superior, Wisconsin 54880
Phone Number:	715-394-5588 fax 715-394-5580
Correspondance Email Address	jmclaren@superiorglass.com
Emergency Contact/Phone Number	Tim Rooney 715-399-3176

		FY22 First Year	**FY23 Second Year**	*FY24 Third Year*
HOURLY RATES	REGULAR	*$81.22*	**$85.36**	
	OVERTIME	*$121.83*	**$128.04**	
	HOLIDAY	*$162.44*	**$170.72**	
	Total Annual Amount of Labor	*$24,366.00*	**$25,608.67**	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

Type of Glass	1/4 inch		3/16 inch		1/8 inch		1/2 inch	
Single Pane Clear Laminated	*12.65*	**13.30**			*10.65*	**11.19**	*253.00*	**265.90**
Single Pane Clear Tempered	*8.97*	**9.43**	*8.92*	**9.37**	*8.31*	**8.73**	*179.40*	**188.55**
Single Pane Double-Strength Plate					*4.13*	**4.34**		
Double Pane Clear Annealeed Insul	*14.55*	**15.29**					*291.00*	**305.84**
Double Pane Colored Annealeed Insul	*14.75*	**15.50**					*295.00*	**310.05**
Double Pane Clear Tempered Insul	*17.00*	**17.87**					*340.00*	**357.34**
Double Pane Colored Tempered Insul	*14.55*	**15.29**					*291.00*	**305.84**

(5.1% increase over FY22 contract)

	Total Annual Amount of Material	*$1,649.40*	**$1,733.52**
	TOTAL ANNUAL AMOUNT OF QUOTE	*$26,015.40*	**$27,342.19**
MULLIONS		*$4.70*	**$4.94**

DS LS

Insurance Received _____

Budget Codes
01 E LOC 810 000 350 000
05 E LOC 865 368/379 350 000

Acceptance of 2022/2023 Contract

DocuSigned by: Knute Pedersen 26DBD84663BB4D3... signature — 6/1/2022 date

DocuSigned by: Cathy Erickson EB8F2CAC8D644B2 signature — 6/8/2022 date

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

DocuSign Envelope ID: F244CD8C-B6CE-4FB7-9444-542B66630A6C

May 18, 2022

Benson Electric Company
Attn: Nathan Sapik
1102 N. 3rd Street
Superior, WI 54880

RE: BID #1291 District-Wide Electrical Labor - High Voltage & Low Voltage - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Sapik:

Attached please find a copy of the agreement between ISD #709 and Benson Electric Company for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **January 1, 2023**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811 | F: 218.336.8909
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905

ISD 709 Duluth Public Schools

DocuSign Envelope ID: F244CD8C-B6CE-4FB7-9444-542B66630A6C

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

Bid #1291

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Benson Electric Company**
Contact:	Nathan Sapik
Address:	1102 North 3rd Street, Superior, Wisconsin 54880
Phone:	715-394-5547 fax 715-394-5718
Correspondance Email Address	nate@becotm.com
Emergency Contact & Phone Number	Nathan Sapik

REGULAR HOURLY RATE	*FY22 First Year*	**FY23 Second Year**	*FY24 Third Year*
JOURNEYMAN	*$93.00*	**$97.74**	
APPRENTICE - level 6 (85%)	*$70.00*	**$73.57**	
APPRENTICE - level 5 (75%)	*$62.00*	**$65.16**	
APPRENTICE - level 4 (65%)	*$54.00*	**$56.75**	
APPRENTICE - level 3 (55%)	*$46.00*	**$48.35**	
APPRENTICE - level 2 (50%)	*$42.00*	**$44.14**	
APPRENTICE - level 1 (45%)	*$38.00*	**$39.94**	
LOW VOLTAGE TECHNICIAN	*$90.00*	**$94.59**	
LOW VOLTAGE INSTALLER	*$64.00*	**$67.26**	
OVERTIME HOURLY RATE			
JOURNEYMAN	*$139.50*	**$146.61**	
APPRENTICE - level 6 (85%)	*$105.00*	**$110.36**	
APPRENTICE - level 5 (75%)	*$93.00*	**$97.74**	
APPRENTICE - level 4 (65%)	*$81.00*	**$85.13**	
APPRENTICE - level 3 (55%)	*$69.00*	**$72.52**	
APPRENTICE - level 2 (50%)	*$63.00*	**$66.21**	
APPRENTICE - level 1 (45%)	*$57.00*	**$59.91**	
LOW VOLTAGE TECHNICIAN	*$135.00*	**$141.89**	
LOW VOLTAGE INSTALLER	*$96.00*	**$100.90**	
total estimated amount	*$41,800.00*	*$43,931.80*	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(5.1% increase over FY22 contract)

DS LS

Insurance Received _____

Budget Codes
01 E LOC 810 000 350 000
05 E LOC 865 370 350 000

Acceptance of 2022/2023 Contract

DocuSigned by: Nathan Sapik 753DFC1CAC5C487... signature 5/23/2022 date

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

DocuSigned by: Cathy Erickson EB8F2CAC8D644B2... signature 6/8/2022 date

DocuSign Envelope ID: 0D74715F-E05C-4490-BB63-9C4BB71DB931

May 20, 2022

Viele Contracting Inc.
Attn: Desi Govze
5064 Reid Rd
Duluth, MN 55803

RE: BID #1302 – Annual Snow Plowing Services - Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy

Dear Ms. Govze:

Attached please find a copy of the agreement between ISD #709 and Viele Contracting Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022:**

- **Agreement**

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy)
- **Please note the change of address for ISD 709 (please correct the COI sent with your response)**:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: 0D74715F-E05C-4490-BB63-9C4BB71DB931

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Viele Contracting Inc.**, 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.** Perform all work as specified in **BID #1302 Annual Snow Plowing Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Sites awarded are **Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy.** Total contract award amount has an approximate value of $42,184.00 depending upon the number and depth of snow events and will be determined through execution of this contract based upon rates as defined in the contractor's bid proposal.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1302 response;
3. BID #1302;
4. Contractor's Insurance Policy;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

3. **Background Check. N/A**

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, 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 at an annual rate of approximately $42184.00 based

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upon the number and depth of snow events and rates as defined in contractor's bid. 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. 159

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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, 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 Viele Contracting Inc., 5064 Reid Rd, Duluth, MN 55803.

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11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District. 160

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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

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

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

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

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

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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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence. 161

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

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the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association. 162

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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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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.

DocuSigned by:
Desi Gouze
D5822D3A5897486...

Viele Contracting Inc. Signature	41-0997902 SSN/Tax ID Number	5/23/2022 Date

DocuSigned by:
David Spooner
1AFAF2483495423...

Program Director	5/23/2022 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	Location	810	000	305	000

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

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

DocuSigned by:
Cathy Erickson
FB8F2CAC8D644B2...

CFO / Superintendent of Schools / Board Chair	6/8/2022 Date

DS
LS

DocuSign Envelope ID: 8C82E84F-D4D1-4953-B73F-21CF3792C8A2

May 18, 2022

Per Mar Security Services
Attn: David Corder
4210 Airpark Boulevard
Duluth, MN 55811

RE: QUOTE #4360 District-Wide Security System & Fire Detection Monitoring Services - Second Year of Contract (First of Four Renewable Years)

Dear Mr. Corder:

Attached please find a copy of the agreement between ISD #709 and Per Mar Security Services for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **March 1, 2023**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811 | F: 218.336.8909
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905

Duluth 709 Public Schools

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CONTRACT

SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4360

Second Year of Contract (First of Four Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Per Mar Security Services**
Contact:	David Corder
Address:	4210 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-481-6937 Fax: 218-722-1176
Correspondence Email Address	dcorder@permarsecurity.com
Emergency Contact & Phone Number	Mike Kloss'15-215-2918

HOURLY RATE	*FY22 1st Year*	**FY23 2nd Year**	*FY24 3rd Year*	*FY25 4th Year*	*FY26 5th Year*
REGULAR Hourly Rate	*$105.00*	**$110.36**			
OVERTIME Hourly Rate	*$157.50*	**$165.53**			
HOLIDAY Hourly Rate	*$157.50*	**$165.53**			

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

	MONTHLY MONITORING COST PER BUILDING	*(15 months)*	*(12 months)*	*(12 months)*	*(12 months)*	*(12 months)*
1	Congdon Park Elementary School	*$200.00*	**$210.20**			
2	Denfeld High School	*$200.00*	**$210.20**			
3	East High School	*$200.00*	**$210.20**			
4	Laura MacArthur Elementary School	*$200.00*	**$210.20**			
5	Lester Park Elementary School	*$207.00*	**$217.56**			
6	Lincoln Park Middle School	*$207.00*	**$217.56**			
7	Myers-Wilkins Elementary School	*$207.00*	**$217.56**			
8	Ordean East Middle School	*$207.00*	**$217.56**			
9	Piedmont Elementary School	*$207.00*	**$217.56**			
10	Rockridge Academy	*$196.39*	**$206.41**			
11	Central High School (closed)	*$259.12*	**$272.34**			
12	Garfield Avenue Building (Utility)	*$188.57*	**$198.19**			
~~13~~	~~Historic old Central High School~~	~~*$107.88*~~	*building sold*			
14	Homecroft Elementary School	*$200.00*	**$210.20**			
15	Lakewood Elementary School\	*$193.00*	**$202.84**			
16	Lowell Elementary School	*$193.00*	**$202.84**			
17	STC Main Campus (closed)	*$107.68*	**$113.17**			
18	STC Upper Campus *(currently disarmed)*	*$92.07*	**$96.77**			
19	Stowe Elementary School	*$193.00*	**$202.84**			
20	Transportation Center	*$179.54*	**$188.70**			
	Total Monthly Amount	*$3,745.25*	**$3,822.88**			

(5.1% increase over FY22)

Total Annual Amount of Quote $45,874.51

DS
Insurance Received 15

Budget Code 01 E LOC 805 000 370 000

Acceptance of 2022/2023 Contract

DocuSigned by: Cathy Erickson *signature* — *date* 6/8/2022

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

signature — *date*

DocuSign Envelope ID: DB0F3FB6-225E-4676-AA96-E9A0167188C9

May 19, 2022

Regional Contracting & Painting
Attn: Rick Impola
PO Box 16153
Duluth, MN 55816

RE: BID #1282 District-Wide Annual Painting Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Impola:

Attached please find a copy of the agreement between ISD #709 and Regional Contracting & Painting for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **June 24, 2022.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811 | F: 218.336.8909
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905

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CONTRACT

PAINTING LABOR

Bid #1282

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Regional Contracting & Painting**
Contact:	Rick Impola
Address:	PO Box 16153, Duluth, Minnesota 55816
Phone:	218-341-4683 (Melissa Abbett) fax 218-729-6215
Correspondence Email Address	melissa@regionalcp.com
Emergency Contact & Phone Number	Rick Impola 218-428-3572

REGULAR HOURLY RATE	*FY21 First Year*	*FY22 Second Year*	**FY23 Third Year**
Painter Foreman	*$78.00*	*$78.78*	**$82.80**
Painter Apprentice	*$46.00*	*$46.46*	**$48.83**
Drywall Taper Journeyman	*$78.00*	*$78.78*	**$82.80**
Drywall Taper Apprentice	*$46.00*	*$46.46*	**$48.83**
Plasterers Journeyman	*$78.00*	*$78.78*	**$82.80**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

OVERTIME HOURLY RATE

Painter Foreman	*$92.38*	*$93.30*	**$98.06**
Painter Apprentice	*$65.16*	*$65.81*	**$69.17**
Drywall Taper Journeyman	*$92.38*	*$93.30*	**$98.06**
Drywall Taper Apprentice	*$65.89*	*$66.55*	**$69.94**
Plasterers Journeyman	*$92.38*	*$93.30*	**$98.06**

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Bid *$34,605.23*

DS

Insurance Received LS

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 379/384 350 000

Acceptance of 2022/2023 Contract

DocuSigned by: Rick Impola 516E319F72CA49D... 5/26/2022
signature *date*

DocuSigned by: Cathy Erickson EB8F2CAC8D644B2... 6/8/2022
signature *date*

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

DocuSign Envelope ID: 693356B6-BFC4-43DD-B1CE-7D850F4DB67A

May 18, 2022

A+ Contractors
Attn: Jeremy Beier
6150 Old Miller Trunk Hwy
Duluth, MN 55779

RE: BID #1302 – Annual Snow Plowing Services - Central HS, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES

Dear Mr. Beier:

Attached please find a copy of the agreement between ISD #709 and A+ Contractors for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022:**

- **Agreement**

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: 693356B6-BFC4-43DD-B1CE-7D850F4DB67A

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **A+ Contractors**, 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.** Perform all work as specified in **BID #1302 Annual Snow Plowing Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Sites awarded are **Central High School, Congdon Park Elementary School, East High School, Lester Park Elementary School, Myers-Wilkins Elementary School and Piedmont Elementary School.** Total contract award amount has an approximate value of $70,664.00 depending upon the number and depth of snow events and will be determined through execution of this contract based upon rates as defined in the contractor's bid proposal.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1302 response;
3. BID #1302;
4. Revised Lester Park ES snow plowing map;
5. Contractor's Insurance Policy;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. **Background Check. N/A**

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, 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.

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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 at an annual rate of approximately $70,664.00 based upon the number and depth of snow events and rates as defined in contractor's bid. 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. 170

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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

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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 A+ Contractors, Inc, 6150 Old Miller Trunk Hwy, Duluth, MN 55779. 171

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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

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

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

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the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability. 172

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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

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22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association. 173

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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

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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.

DocuSigned by:
Jeremy Beier
350A8BDDCAE5431...

[redacted] 6/3/2022

A+ Contractors, Inc. Signature SSN/Tax ID Number Date

DocuSigned by:
David Spooner
1AFAF2483495423...

6/3/2022

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	Location	810	000	305	000

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

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

DocuSigned by:
Cathy Erickson
5B8F2CAC8D644B2...

6/8/2022

CFO / Superintendent of Schools / Board Chair Date

DS
LS

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BID RESPONSE FORM
SNOW PLOWING SERVICES
for the period of July 1, 2022 through June 30, 2023
BID #1302
Thursday, March 10, 2022, 2:30 p.m.

Independent School District No. 709
Duluth, Minnesota 55802

Date: 3/10/22

The undersigned, having personally and carefully examined the bidding documents for Snow Plowing Services for the period of July 1, 2022 through June 30, 2023, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said bidding documents.

	SITE/ADDRESS	1" - 6"	6.01" - 12"	above 12"
1	**Central**, 800 East Central Entrance	$ 480	$ 725	$ 985
2	**Congdon Park**, 3116 East Superior Street	$ 445	$ 665	$ 825
3	**Denfeld HS**, 401 North 44th Avenue West	$ 750	$ 975	$ 1275
4	**East HS**, 301 North 40th Avenue East	$ 825	$ 1137	$ 1650
5	**Homecroft**, 4784 Howard Gnesen Road	$ 450	$ 600	$ 875
6	**Lakewood**, 5207 North Tischer Road	$ 430	$ 675	$ 995
7	**Laura MacArthur**, 720 North Central Avenue	$ 600	$ 900	$ 1200
8	**Lester Park**, 5300 Glenwood Avenue	$ 525	$ 1000	$ 1500
9	**Lincoln Park MS**, 3215 West 3rd Street	$ 725	$ 1050	$ 1500
10	**Lowell**, 2000 Rice Lake Road	$ 600	$ 950	$ 1300
11	**Myers-Wilkins**, 1027 North 8th Avenue East	$ 600	$ 950	$ 1300
12	**Ordean East MS**, 2900 East 4th Street	$ 600	$ 950	$ 1300
13	**Piedmont**, 2827 Chambersburg Avenue	$ 450	$ 675	$ 900
14	**Rockridge**, 4849 Ivanhoe Street	$ 240	$ 350	$ 450
15	**Stowe**, 715 - 101st Avenue West	$ 750	$ 1125	$ 1500
16	**Transportation**, 3200 West Superior Street	$ 330	$ 460	$ 600
	Total of all sites per snowfall rate (1-16)	$ 8800	$ 13,187	$ 18,155

1" - 6" total x (16) snowfalls =	$ 140,800	per annual snowfall rate
6.01" - 12" total x (2) snowfalls =	$ 26,374	per annual snowfall rate
above 12" total x (1) snowfalls =	$ 18,155	per annual snowfall rate
(total of three line amounts)	$ 185,329	**Total Annual Amount of Bid**

Total Annual Amount of Bid is based on an estimated number of snowfalls, ISD 709 does not guarantee the minimum or maximum number of snowfalls.

Bidder: A+ Contractors

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List all equipment to be used in performing snow plowing services:

This equipment will be inspected prior to accepting bid

Equipment (type)	Make	Model/Size	Year
Plow trucks w/ V-plows			
Plow trucks w/ Box Blades			
Front End Loaders		40-50k Lbs	
Skid Steers w/ Buckets			
Skidsters w/ Blowers			
Dump trucks			
End dumps			

List a minimum of four (4) previous projects:

Project/Location	Years	Contact/Phone
Essentia Health	10	Kevin 218-343-5170
Speedways x 7 Locations	7	Kyle 651-425-1734
Duluth transit Authority	3	Nancy Brown 218-623-432
Duluth HRA x7 Locations	4	Terry Packinski 218-529-630
DNR Lots	2	Kevin Johnson 218-834-1431
IDS 709	1	Dave meyer
Onida Realty	5	218-393-6606

Addendum Received: No. 1 _____ No. 2 _____ No. 3 _____

Authorized Representative Signature

Jeremy Beier
Print Name

V.P.
Title

218-428-3050
Telephone Number

Jerey Beier
Primary Contact

Mick Chinello 218-390-4488
Emergency Contact and Phone Number

A Plus Contractors
Company Name

6150 old miller trunk hwy
Company Address

Saginaw MN 55779
City State Zip

Fax Number

218-428-3050
Primary Contact Phone Number

Sales@Aplus Duluth.com
Correspondence Email Address

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May 18, 2022

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: Quote #4372 – District-Wide Annual Refrigeration Repair Service

Dear Mr. Swanson:

Attached please find a copy of the agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022:**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign; this will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

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AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **The Jamar Company**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective 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.** Perform all work as specified in **Quote #4372 District-Wide Annual Refrigeration Repair Service** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $16,800.00. Total Contract award amount to be determined through execution of this contract based upon labor rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote #4372 response;
3. Quote #4372;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. **Background Check. N/A**

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, 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 at an annual rate of approximately $16,800.00 based

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upon labor rates and materials as defined in the contractor's quote. 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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, 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 The Jamar Company, 4701 Mike Colalillo Drive, Duluth, MN 55807.

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11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District. 180

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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

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

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

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

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

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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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

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the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association. 182

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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

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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.

DocuSigned by:
Mark Swanson
201212C160CA497...

SSN/Tax ID Number3186956

5/27/2022

The Jamar Company Signature | SSN/Tax ID Number | Date

DocuSigned by:
David Spooner
1AEAE2483495423...

5/31/2022

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).

01/05	E	Location	810/865	000/369	350	000

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

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

DocuSigned by:
Cathy Erickson
EB8F2BAC8BD644B2...

6/8/2022

CFO / Superintendent of Schools / Board Chair | Date

DS
LS

DocuSign Envelope ID: 68624212-D559-44A7-81A1-F745E1355173

May 20, 2022

Twin Ports Testing
Attn: Tracy Jacobs
1301 N 3rd Street
Superior, WI 54880

RE: Asbestos 3-Year Re-inspection (AHERA) - Congdon ES, Denfeld HS, East HS, Homecroft ES, Lowell ES, Ordean East MS, Rockridge Academy & Transportation

Dear Tracy Jacobs:

Attached please find a copy of the agreement between ISD #709 and Twin Ports Testing for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 25, 2022:**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by **May 25, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance (**ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)
- **Withholding Affidavit for Contractors (IC 134) -** shall be completed, certified by the Minnesota Department of Revenue and emailed to laura.smithtremble@isd709.org.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811 | F: 218.336.8909
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905

Duluth 709 Public Schools

DocuSign Envelope ID: 68624212-D559-44A7-81A1-F745E1355173

AGREEMENT

THIS AGREEMENT made and entered into this 20th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Twin Ports Testing, Inc.**, 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 upon full execution of this agreement and all requirements and shall remain in effect until project is complete, 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.** Conduct Asbestos 3-year Re-inspections for eight (8) ISD 709 - Duluth Public Schools (Congdon ES, Denfeld HS, East HS, Homecroft ES, Lowell ES, Ordean East MS, Rockridge Academy & Transportation) as defined in the attached proposal, **Asbestos 3-year Re-inspection ISD 709 - 8 Schools Duluth, Minnesota TPT #22A0202R** dated April 13, 2022 for a sum not to exceed $8,670.00 for base quote time and material. Add Alternate #1: If additional bulk sampling is necessary, each bulk sample shall not exceed $30.00 per sample and must be **authorized in advance by the District.**

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal **TPT #22A0202**;
3. Eight (8) site maps;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment form;
6. Any other documents identified by District.

3. **Background Check. N/A**

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, 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 for a sum not to exceed $8,670.00 for base quote time

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and material. Add Alternate #1: If additional bulk sampling is necessary, each bulk sample shall not exceed $30.00 per sample and must be **authorized in advance by the District.** 186

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 receipt of all required backup documentation and 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: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

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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 Twin Ports Testing, Inc., 1301 N 3rd St., Superior, WI 54880. 187

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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

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

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

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

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the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability. 188

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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

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22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association. 189

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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

DocuSign Envelope ID: 68624212-D559-44A7-81A1-F745E1355173

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.

DocuSigned by:
Tracy Jacobs
2D09A81BC18B48A...

SSN/Tax ID Number	5/20/2022
Twin Ports Testing, Inc.	SSN/Tax ID Number — Date

DocuSigned by:
David Spooner
1AFAF2483495423...

	5/20/2022
Program Coordinator - Health & Safety	Date

DocuSigned by:
Matth John
86DDF2F2BA8E40F...

	5/20/2022
Program Director - Facilities Management	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).

05	E	005	865	358	305	000

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

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

DocuSigned by:
Catherine Erickson
EB8F2CAC8D644B2...

	5/23/2022
CFO / Superintendent of Schools / Board Chair	Date

DS
LS

May 18, 2022

Johnson Controls
Attn: Ben LaLone
4627 Airpark Blvd.
Duluth, MN 55811

RE: BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services

Dear Mr. LaLone:

Attached please find a copy of the agreement between ISD #709 and Johnson Controls for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022:**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- **Certifications of Factory Certified Technicians**

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Johnson Controls**, 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.** Perform all work as specified in **BID #1299 District-Wide Annual Chiller Inspection and Maintenance Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $29,016.00. Total Contract award amount to be determined through execution of this contract based upon annual inspection amounts, hourly service rates and materials as defined in the contractor's bid.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1299 response;
3. BID #1299;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. **Background Check. N/A**

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, 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 at an annual rate of approximately $29,016.00 based

upon annual inspection amounts, hourly service rates and materials as defined in the contractor's bid. 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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, 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 Johnson Controls, 4627 Airpark Blvd, Duluth, MN 55811.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

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

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

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

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

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence. 195

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association. 196

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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. 197

DocuSigned by:
Ben Lalone
0FEA6FAF6B3B4AA...
Johnson Controls Signature

SSN/Tax ID Number
SSN/Tax ID Number

5/19/2022
Date

DocuSigned by:
David Spooner
1AFAF2483495423...
Program Director

5/19/2022
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).

01/05	E	Location	810/865	000/380	350	000

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

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

DocuSigned by:
Catherine Erickson
EB6F2CAC8D644B2...
CFO / Superintendent of Schools / Board Chair

7/1/2022
Date

DS
LS

Order and Pricing Schedule for Duluth Independent School District #709 - MN

Prepared For	Prepared By	Prepared On	Service Start Date
Danielle Dorn Duluth Independent School District #709 District Campus Administrator P: +12183368754 danielle.dorn@isd709.org	Paula Soucheray Senior Sales Consultant P: (763) 795-4406 paula.soucheray@infinitecampus.com	May 13, 2022 **Initial Term** 12 Months	July 1, 2022

Premium Products Licensing and Support

Item	Quantity	Net Price	Initial Term Prorated Price	Annual Recurring Fees
Yearly Event Series (YES)	1	$3,850.00 Annual Fixed	$3,850.00	$3,850.00
Credit - YES Introductory Savings - Yearly Event Series (YES)	1	($100.00) One-Time	($100.00)	$0.00
Campus Passport Discount - Yearly Event Series (YES)	1	($500.00) Annual Fixed	($500.00)	($500.00)
TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT			**$3,250.00**	**$3,350.00**

INFINITE CAMPUS TOTALS

Initial Term Total:	$3,250.00
Annual Recurring Total:	$3,350.00

By: Catherine Erickson
Name: Catherine Erickson
Its: CFO
Date: Jun 24, 2022

4321 109th Avenue NE | Blaine, MN 55449 | 800 850 2335 | infinitecampus.com

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 22nd day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Great Lakes Office Solutions 1423 N 8th St, Superior, WI 54880** 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. 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. This is the final year of the four-year Agreement period. As approved by the School Board May 21, 2019.

2. **Performance.** RFP-310 – Copier Service Contract per specifications and the response provided to the RFP.

3. **Contract Documents.** It is understood that this Contract consists of the following:

    1. Printed Memoranda of Agreement and Title Sheet;
    2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
    3. Contractors Insurance Policy;
    4. Supplementary Conditions and Insurance Requirements; and
    5. Any other documents identified by ISD 709.

4. **Reimbursement.** Contractors are 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 the TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
    a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages. 200

7. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

   In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Road Suite 108, Duluth, MN 55811. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Great Lakes Office Solutions 1423 N 8th St, Superior, WI 54880

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 ISD 709.

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

    The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

    The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **Cancellation.** ISD 709 option per conditions outlined in the termination section of RFP-310 specifications.

17. **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.

18. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/ Executive Director of Business Services

19. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

    a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
    b. should be rejected or modified;
    c. should be performed in a different manner and whether other work should be performed;

d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

20. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Cathryn Erickson

Signature
Cathy Erickson
CFO/ Executive Director of Business Services

CONTRACTOR

_____

Signature

_____

Name – Please Print

_____

Title – Please Print

_____

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

THIS AGREENÆNT, made and entered into this 28th day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, Pan-O-Gold Baking Co., 444 E St Germain St, St. Cloud, MN 56302 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of July 1, 2022, and shall remain in effect until June 30, 2023, (with an additional one (1) year term by mutual agreement of both parties) 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. Bid-1304 - Bakery Products per specifications and the response provided to the Bid.

3. Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

4. Reimbursement. Contractors are 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 the TIN is provided.

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

a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. Ownership of Materials. ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship ofjoint 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 ISD 709. Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Rd Suite 108, Duluth, MN 55811. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Pan-O-Gold Baking Co., 444 E St Germain St, St. Cloud, MN 56302.

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 ISD 709.

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 without regard to conflict of laws considerations.

14. Compliance with Laws. The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. I Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. 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.

16. Cancellation. ISD 709 option per conditions outlined in the termination section of Bid-1304 specifications.

17. 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.

18. Representatives of ISD 709. The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/ Executive Director of Business Services

19. Protection of ISD 709. To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

20. Negotiation, Mediation and Arbitration. Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Cathune Erickson

Signature

Cathy Erickson

CFO/ Executive Director of Business Services

CONTRACTOR

_____

Signature

_____

Name – Please Print

_____

Title – Please Print

_____

Taxpayer Identification Number

Duluth ISD 709
Skyward Software Proposal
Proposal # 22-0616di
May 12, 2022

Qmlativ

Duluth, MN

The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.

Hosted by ISCorp

School Business Suite

	Initial Investment	Services	Full 12-Month Recurring Fees	Total
School Business Suite Software				
Import Timesheet Third Party Data	$ 4,070.00	$ -	$ 1,221.00	$ 5,291.00
School Business Suite Setup / Training				
Web Hours (2)	-	400.00	-	-
[1] ***Skyward Discount***	-	***(400.00)***	-	-
Project Management	-	330.00	-	-
[1] ***Skyward Discount***	-	***(330.00)***	-	-
Subtotal School Business Suite	***$ 4,070.00***	***$ 330.00***	***$ 1,221.00***	***$ 5,291.00***

[2]	***Total School Business Suite Solution***	***$ 5,291.00***

Pricing Footnotes

See Terms and Conditions for revised payment terms. ***220616dtc***

[1] *This proposal includes a discount off of the Skyward training fees.* *220609dp*
This proposal also includes a Project Management discount.
This discount is valid for a limited time and may be discontinued without prior notice.

[2] *Any applicable third-party product licenses may be subject to an annual increase.*

Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications.
Skyward's IT Services can provide you more information including cost and installation of an SSL certificate.

Training Footnotes

Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.

Web training *allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.*

Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

School Technology Associates, Inc. has worked with Skyward for over 25 years and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Food Service, Fixed Assets, and TrueTime software. All items have been completely tested by Skyward and are in use by other Skyward customers nationwide. If the district opts to use an optional third-party reader, please contact STAi for approved hardware and system quote. These readers and the interface software are sold independently of Skyward.

Dan Hoerl, President
School Technology Associates, Inc.
sales@k12sta.com
support@k12sta.com

Your one-stop source for your Skyward needs.
(877) 436-4657 - Toll Free Order Line
www.k12sta.com

Recurring Fee Information

Your Recurring Fees Include:

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- Quarterly customer newsletter
- Product updates throughout the year
- State and Federal required reports

Terms and Conditions

- See attached Terms and Conditions page for further information.
  The Terms and Conditions page must be executed by an authorized representative.

TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

Payment Terms:

1. **Skyward Initial Investment Fee (if applicable)**
   If Core Sale: 100% payment due upon installation of software onto Customer's system or access to Skyward data through hosting services.
   If Non-Core Sale: 100% payment due upon execution of Terms and Conditions or acceptance of proposal.
2. **Professional Services**
   a. **Installation and Training Services**
   If Core Sale: Payment for all training and installation services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.
   If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.
   Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable.
   All training days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.
   b. **Project Management / Consultative Services**
   Payment due upon execution of Software License Agreement, Terms and Conditions or acceptance of proposal.
   All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.
   c. **Data Migration Fees**
   If Core Sale: Payment for all data migration services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.
   If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.
   Data used for the data migration must come from one system.
   d. **Custom Programming / Programming Condition(s) of Sale**
   Billed upon completion.
3. **Skyward Full 12-Month Recurring Fees** CONC-8
   If Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2022 through June 30th or August 31st as designated within the signature section.
   If Non-Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2022 through June 30th or August 31st as designated within the signature section.
   Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.
4. **Third Party Software, Hardware and Related Services**
   Payment due upon delivery of product and / or services.
5. **Third Party 12-Month Recurring Fees**
   Third Party 12-Month Recurring Fees will be billed upon start of fees as indicated by the third party vendor. For the initial year, the fees will be prorated through the end of the Customer's current fiscal year if permission has been granted by said vendor. Subsequent years will renew under the same terms.
6. **Scheduling of Installation**
   Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price.
7. **Taxes**
   If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

Customer agrees to the terms and conditions listed above and set forth in the proposal.

First Day of Fiscal Year: 7/1/22

Customer Signature	Printed Name	Date
Catherine Erickson	Catherine Erickson	6/15/22

Rev 06/13/2017

Budget Code
01 E 005 108 160 011 000

Invoice

ISCORP™
Integrated Systems Corporation

FY23

Page 1/1
Invoice 0724916
Date 6/1/2022

Integrated Systems Corporation
10325 N. Port Washington Road
Mequon WI 53092

Bill To: Duluth ISD 709
215 N 1st Ave East
Duluth MN 55802

Ship To: Duluth ISD 709
215 N 1st Ave East
Duluth MN 55802

EMAILED
JUN 15 2022
TO: Brett

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	DULUTH ISD 709		OFFICE	Net 30	6/1/2022	105,148

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1.00	1.00	0.00	SUBSCFEE	Service Bureau Subscription Fee	$0.00	$19,008.00	$19,008.00

Skyward hosting services from July 2022 through June 2023.

Subtotal	$19,008.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$19,008.00

ISCorp's 2022 price increase is reflected in this invoice. If you have any questions, please contact us at accountsreceivable@iscorp.com

ACH (Preferred):
North Shore Bank | Routing Number: 275071356 | Checking Number: 27927490
Remittances to: accountsreceivable@iscorp.com

Send checks to ISCorp's lockbox: PO Box 75278, Chicago IL 60675-5278

Catherine Erickson

Catherine Erickson, CFO

RECEIVED
JUN 07 2022
ACCTS PAYABLE

Budget Code
01 E 005 108 160 405 011

ISCORP
MANAGED SECURE PRIVATE CLOUD
Integrated Systems Corporation
10325 N Port Washington Road
Mequon, WI 53092
(262) 240-7777
www.iscorp.com

May 13, 2022

We are streamlining our invoicing process & we have a new bank account (since January 2022)

We need your help to facilitate this process which will enable us to serve you in a more efficient way. If you are not already receiving our invoices via email, please supply your email address and customer ID to the following address:

accountsreceivable@iscorp.com

Preferred Method is ACH:

Bank Name: North Shore Bank
15700 W Bluemound Rd
Brookfield, WI 53005

Routing Number: 275071356
Checking Account Number: 27927490
Send all detailed Remittances to: accountsreceivable@iscorp.com

If ACH is not possible, please remit checks to:

ISCorp
PO Box 75278
Chicago IL 60675-5278

Note: Please do not mail checks to ISCorp's HQ address.

We appreciate your cooperation.

Sylvia Diedrich
Sylvia Diedrich
CFO

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

CUSTOMIZED TRAINING INCOME CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College (hereinafter MnSCU), and ISD 709 – Duluth Public Schools, 4316 Rice Lake road, Suite 108, Duluth, MN 55811 (hereafter "PURCHASER") agree as follows:

1. DUTIES OF MnSCU. MnSCU agrees to provide the following:

   a. Title of Instruction/ Activity/ Service:
   First Year Experience Course – provide the 1-credit FYE 1000 First Year Experience Course for ISD 709 students. The course will be delivered in a hybrid fashion with the class meeting for 2 hours on Thursday mornings from July 7, 2022 through July 28, 2022. There will be additional online requirements of the students. The course will be capped at 25 students.

   Lake Superior College will assist with the application and registration process for students.

   CTE Experiences – provide hands on experiences in CTE areas over two (2) days. Days, times, and content areas will be agreed upon by the parties and will be based on availability of space and faculty.

   Extended School Year – facilitate hiring of staff to assist with the ISD 709 Extended School Year (ESY) program. The program is delivered from July 11, 2022 through August 5, 2022.

   b. Instructor/ Trainer/ Consultant: Instructors will be agreed upon by both parties and will be hired and paid through Lake Superior College.

   c. Location:
   FYE 1000 – This course will be conducted in both online and face-to-face components. The face-to-face components of the course will take place on the Lake Superior College main campus.

CTE Experiences – The two hands-on experience days will take place in-person at one of the Lake Superior College facilities.

Extended School Year – The Extended School Year program will take place at one of the ISD 709 facilities.

2. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide:

First Year Experience Course –

- Identify students who would benefit from the FYE 1000 course and provide time for Lake Superior College staff to walk students through the application and registration process.
- Assist with arranging transportation for students to travel to Lake Superior College on Thursday mornings.
- Provide time and assistance as needed for students to complete the online component of the FYE 1000 course.

CTE Experiences –

- Work with the Lake Superior College Perkins Coordinator to identify days, times, and appropriate CTE experiences.
- Assist in "registration" of students in the arranged experiences.
- Assist with arranging transportation for students to travel to various Lake Superior College locations on the days arranged.

Extended School Year –

- Provide Lake Superior College with the position description required for ESY staffing.
- Collaborate with Lake Superior College in hiring appropriate individuals for ESY staffing.
- Assist Lake Superior College with the onboarding process by helping to get necessary information from new hires.

3. SITE OF INSTRUCTION/ ACTIVITY/ SERVICE: Lake Superior College shall make all of the arrangements, including any payment, for the location, transportation, and other mutually agreed upon expenses to be used for the Instruction/ Activity/ Service. These services are reflected in the attached budget.

4. CONSIDERATION AND TERMS OF PAYMENT.

a. COST.
Cost of Instruction/ Activity/ Service (total or per hour):

Not to exceed Seventy-Five Thousand and 00/100 dollars ($75,000).

Notwithstanding the thirty (30) day notice period established in paragraph 7, in the event that the PURCHASER desires to cancel or reschedule the Instruction/ Activity/ Service due to low enrollment, PURCHASER shall give at least ten (10) days' notice in writing to MnSCU's authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, MnSCU shall be entitled to payment calculated according

to paragraph 7. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 4.

b. TERMS OF PAYMENT. MnSCU will send an invoice for the Instruction/ Activity/ Service performed. The PURCHASER will pay within thirty (30) days of receiving the invoice. Please send payment to:

Lake Superior College
Accts. Receivable
2101 Trinity Road
Duluth, MN 55811

5. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

a. PURCHASER'S authorized agent:
Name: Cathy Erickson
Title: Executive Director of Business Services and Chief Financial officer
Address: Duluth Public Schools, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811
Telephone: 218-366-8704
E-Mail: Catherine.erickson@isd709.org
Fax: 218-336-8773

b. MnSCU' S authorized agent:
Name: Linda Kingston
Title: Vice President of Academic and Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7367
E-Mail: linda.kingston@lsc.edu
Fax: 218-733-7765

6. TERM OF CONTRACT.

This contract is effective on July 1, 2022 or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until August 31, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The PURCHASER understands that no work should begin under this contract until all required signatures have been obtained.

7. CANCELLATION. This contract may be canceled by the PURCHASER or MnSCU at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such cancellation, MnSCU shall be entitled to payment, determined on a pro-rated basis, for work or Instruction/Activity/Service satisfactorily performed.

8. ASSIGNMENT. Neither the PURCHASER nor MnSCU shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

9. LIABILITY. The PURCHASER shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal

remedies the PURCHASER may have for MnSCU' S failure to fulfill its obligations pursuant to this contract.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MnSCU IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MnSCU.

    In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MnSCU. MnSCU will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

12. RIGHTS IN ORIGINAL MATERIALS. Each party shall retain all rights to their materials, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentations, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form developed.

13. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. OTHER PROVISIONS. None

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **PURCHASER: ISD 709 – Duluth Public Schools**

   PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature) Cathune Ekson
Title CFO
Date 6/16/22

By (authorized signature)
Title
Date

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

   Lake Superior College

By (authorized signature) Linda Kingston
Title Vice President of Academic and Student Affairs
Date

3. **AS TO FORM AND EXECUTION:**

By (authorized college/university/system office initiating agreement) Nickoel Anderson
Title Director of Business Services
Date

Project	Expense Type	Amount	# People	#Days	Extended Amount	Notes
First Year Experience						
	Faculty Credit Rate	$ 2,676.07	1		$ 2,676.07	This is for one session - hybrid 2 hours per day, 1 days per week on Thursday mornings from July 5 through July 28 - online work required of students
	Faculty Fringe Rate 40%	$ 1,070.43	1		$ 1,070.43	
	Transportatation	$500		4	$ 2,000.00	Bussing for students to LSC each Thursday.
	Application/Registration Personnel	$ 120.00	1		$ 120.00	$30/hour for 4 hours
	Personnel Fringe Rate 40%	$ 48.00	1		$ 48.00	
Extended School Year						
	Instructor Rate per day	$ 250.00	5	20	$ 25,000.00	Just guessing on the number of people who will help
	Intructor Fringe Rate 18%	$ 45.00	5	20	$ 4,500.00	
CTE Experience						
	Faculty Stipends	$ 550.00	10	1	$ 5,500.00	Assuming 2 days
	Faculty Fringe Rate = 40%	$ 220.00	10	1	$ 2,200.00	
	Materials				$ 5,000.00	
	Transportation	$ 500.00		2	$ 1,000.00	I'm not sure what the daily rate for bussing is anymore
	Meals	$ 16.00	30	2	$ 960.00	20 students and 10 staff per day
Subtotal					$ 50,074.50	
Indirect Costs					$ 16,073.91	
Total					$ 66,148.41	

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AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated July 20, 2022, is between Teachers on Call, a Kelly® Education Company, ("TOC") with its principal offices located at 3001 Metro Drive, Suite 200, Bloomington, MN 55425, and Duluth Public Schools, with its principal offices located at 4316 Rice Lake Road, Suite 108, Duluth MN 55811 ("Customer").

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

TOC will assign to the Customer, TOC temporary employees ("Assigned Employees"), to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibits A and C ("Pricing"). Exhibit C, the Customer Information Sheet, will be completed with Customer's collaboration and will provide detailed business requirements necessary to assist with meeting Customer needs. For instructional and paraprofessional positions, Customer agrees that TOC shall be the exclusive contract provider of Assigned Employees to Customer. The Pricing in Exhibit A is confidential between TOC and Customer. Customer will be permitted to use the Exhibit in connection with its business operations, responses to Freedom of Information Act requests, and other uses as required by law. Should Customer determine that it may be legally obligated to disclose this information, Customer shall provide notice to TOC at least five (5) business days in advance of producing any such information

2) TOC GUARANTEE

TOC guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, TOC will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first day of an Assigned Employee's assignment. If TOC receives notice after an Assigned Employee's first day, TOC will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services.

3) TOC'S RESPONSIBILITIES

As the provider of staffing services, TOC will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

(a) Source, recruit, select, and hire Assigned Employees;

(b) At TOC's expense, conduct an annual background check on all Assigned Employees;

(c) Place Assigned Employees according to Customer's requirements;

(d) Instruct Assigned Employees to verify time worked in TOC's timekeeping system;

(e) Pay Assigned Employees their wages and provide them the benefits that TOC offers, inclusive of any government mandated benefits, as TOC employees;

(f) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);

(g) Provide workers' compensation benefits and coverage for Assigned Employees;

(h) Maintain Assigned Employees' personnel and payroll records related to their employment by TOC;

(i) Comply with laws, rules or regulations applicable to providers of staffing services;

(j) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;

(k) Require Assigned Employees to execute agreements that Customer requests regarding intellectual property developed by them in performance of their work for Customer;

(l) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;

(m) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);

(n) Make legally required employment law disclosures to Assigned Employees; and

(o) Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures to review and maintain its compliance with the Affordable Care Act.

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4) CUSTOMER'S RESPONSIBILITIES

As the recipient of TOC's staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans. The Customer also will:

(a) Promptly invite all Assigned Employees to apply with TOC and attend a training session, so that TOC may enter their information into the TOC database. If a large enough pool of the Customer's subbase does not sign up to work with TOC in the initial training sessions, the start date with TOC may have to be delayed;

(b) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, safe use of equipment, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;

(c) Provide TOC with prompt notice of any injury suffered by an Assigned Employee;

(d) Use Assigned Employees only in assignments that match the job descriptions for which TOC places them, and will not give duties to Assigned Employees that the Assigned Employee must perform outside of Customer's premises, and will take full responsibility for assignments or duties that differ from the Assigned Employees' mutually agreed upon job duties, responsibilities, work environment or location, unless mutually agreed to pursuant to paragraph 14(f) of this Agreement;

(e) Notify TOC as early as possible (either, for example, prior to 6:00 a.m. or three (3) hours prior to the start of the class, through the protocols established by TOC for such notice, of the need for Assigned Employees for a given day; however, TOC and Customer recognize that the need for a substitute may occur later than anticipated and that in such cases, TOC will use its best efforts to find an Assigned Employee for such Customer requests;

(f) Provide adequate internal controls, security and instructions for Assigned Employees;

(g) Supervise the performance of Assigned Employees using the same degree of diligence used to supervise its own employees;

(h) Assume responsibility for the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees;

(i) Not allow Assigned Employees to drive any students in any vehicle as part of their assignment;

(j) Assume responsibility for driving related to the assignment, the use of any vehicle, training and safe use of machinery, and/or equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims);

(k) Assume sole responsibility for any bodily injury claims asserted against TOC or its Assigned Employees by students, their parents or representatives, Customer personnel or business invitees, or other third parties (except to the extent that such claims are based on the negligence of TOC or the failure of TOC full time staff personnel to fulfill their obligations regarding the recruitment, screening, and hiring of the Assigned Employees);

(l) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications;

(m) Provide TOC with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit TOC to actively participate in Customer's investigation of such a concern or complaint;

(n) Provide TOC with written notice within one business day after the Customer learns of any formal or informal complaint, litigation, potential litigation, or an administrative or governmental charge , that involves an Assigned Employee, and permit TOC a reasonable opportunity to participate actively in the matter, as TOC sees fit;

(o) Ensure that Assigned Employees do not work at heights, actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an Assigned Employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only;

(p) Ensure Assigned Employees who are placed at Customer through TOC shall not work directly for Customer, or a third party contracted by Customer, in any capacity where such Assigned Employees receive compensation during the same time period from TOC, Customer or third party;

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(q) Provide a list of employees Customer has employed prior to this Agreement that Customer wishes to remain in pool of Assigned Employees placed by TOC to Customer. Customer shall provide a written list of such employees and may update said list, by written addition or deletion of all changes, as appropriate. If Customer utilized another vendor prior to this Agreement, Customer will make a good faith effort to produce a list of employees who provided services through such vendor;

(r) Assume responsibility for the conduct of its own officers, employees, and agents; and

(s) Comply with duties imposed on it by law, rule, or regulation.

5) CUSTOMER REPRESENTATIONS

The Customer represents and warrants that:

(a) Its actions under this Agreement do not violate or overlap its obligations under any agreement that Customer has with any labor union;

(b) TOC's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;

(c) The Customer has disclosed to TOC all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;

(d) When applicable, and if Customer, not TOC, is the recipient of the Assigned Employees' fingerprint background check clearance/suitability letter, Customer will provide TOC with the clearance information and any updated information in a timely manner;

(e) The Customer has the right, power, requisite authorization and has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;

(f) At the beginning of the school year, but at a minimum, not less than thirty (30) days prior, Customer will use best efforts to advise TOC of all scheduled professional development days;

(g) Customer acknowledges that TOC is responsible for recruiting of Assigned Employees, however, Customer and TOC will collaborate on marketing, advertisement, and recruitment methods;

(h) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement; and

(i) The Customer neither requests nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless TOC gives its written consent in advance.

6) INTELLECTUAL PROPERTY/ASSIGNED EMPLOYEES' DATA

All TOC and Customer intellectual property, including processes, procedures, trademarks and copyrights, are and shall remain the sole property of each respective party.

Customer will only use Assigned Employees' Data ("Assigned Employees' Data") being defined as personal information, including, but not limited to, Assigned Employees' identity, U.S. mail or email address, contact information, social security number, phone number or personal health information) in connection with Services provided by TOC in accordance with this Agreement. Customer acknowledges that Assigned Employees' Data is proprietary, personal and highly confidential, and Customer shall not disclose the information to any third parties unless legally required to do so. Should Customer determine that it may be legally obligated to disclose Assigned Employees' Data, Customer shall provide notice to TOC at least five (5) business days in advance of producing any such information.

7) BILLING & PAYMENT TERMS

(a) **Invoices.**

i) The Customer will be invoiced for Assigned Employees only when they are confirmed for an assignment. (An assignment is confirmed when it is created in Absence Management; a confirmation number is assigned. If changes are made to the assignment before the Assigned Employee drives to the Customer location, TOC

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will not pay the Assigned Employee nor invoice the Customer. However, if changes are made after the Assigned Employee drives to the Customer location, TOC or the Customer will try to re-assign them. If the Assigned Employee cannot be re-assigned, the Assigned Employee will be paid and the Customer will be invoiced for a half day.)

ii) When all efforts to find a substitute paraprofessional are exhausted, TOC will assign a licensed teacher, and pay and bill at the teacher rate.

iii) TOC will invoice Customer each week for all compensable time in accordance with applicable laws, including but not limited to hours worked on assignment, training, testing or screening completed by Assigned Employees after hire, at agreed-upon rates; the rates at which TOC will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. Service lines may be added by mutual agreement of the parties via amendment to this agreement and Exhibit A. Payment terms are net fifteen (15) days from receipt of TOC invoice. TOC reserves the right to charge past due accounts 1.5% interest per month from due date. Any dispute to an invoice must be communicated within fifteen (15) days of issuance of such invoice, or the Customer waives the right to object to the invoice and will be held accountable for payment.

iv) Customer will not use any kind of procurement card for payment to TOC.

v) In the event of termination of this Agreement, Customer will pay TOC promptly for services performed up to the time of termination. If the Customer's rates are not set out in Pricing Exhibit A, TOC and the Customer will agree on rates at the time of an order, which TOC will record electronically in its systems.

(b) **Disputed Amounts.** If this Agreement is terminated by TOC or Customer or Customer disputes any amount invoiced by TOC, TOC shall be timely paid (in accordance with the payment terms in Section 7 (a)) by Customer for all fees/services that are not in dispute. If Customer fails to pay TOC any fee when due, Customer shall be liable for a late charge equal to one- and one-half percent (1 ½%) per month on the outstanding amounts beginning on the due date and Customer shall be responsible for reasonable attorneys' fees incurred by TOC to collect the outstanding amount.

(c) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.

(d) **Pricing Adjustments.** Upon prior written notice, TOC may adjust pricing:

i. To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding 12 months; or

ii. If any law, regulation and/or policy is enacted that is applicable to either TOC or Customer that requires an increased and/or additional compensation and/or benefits to Assigned Employees, TOC may change the pricing for the current school year(s) contained in Exhibit A. The pricing in Exhibit A shall be adjusted to reflect the actual cost increase to TOC reasonably calculated on a direct or pro rata basis; or

iii. For changes in sales, use, or gross receipts taxes; or

iv. For changes in (A) the Customer's requirements (e.g., requisition, billing and invoicing processes; the introduction of third-party software systems and processes), (B) service levels, or (C) service delivery method; or

v. If market conditions dictate that TOC must pay a higher wage in order to attract Assigned Employees; or,

vi. To ensure that the pay rates comply with federal and state laws and regulations regarding minimum wages and overtime compensation.

(e) **Record of Time Worked; Automated Scheduling.** Customer agrees to verify the Assigned Employee's time through TOC's online Customer Portal every Monday between 1 PM and 6 PM Central time. By approving the timecard, the Customer agrees that the hours submitted are accurate and the Customer is responsible for payment. If a timecard in the Customer Portal is not approved by 6 PM Central time Monday but was appropriately submitted, TOC will tacit approve and process for payment, the Assigned Employee will be paid, and the invoice will be submitted for full payment by the Customer.

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(f) **Expenses.** Expenses (e.g., mileage) and all costs and administrative fees associated with required screenings and drug tests will be charged to the Customer, passed through without mark up.

8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

TOC will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

(a) **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

(b) **Commercial General Liability.** Commercial general liability insurance with a $1,000,000 combined single limit per occurrence and includes contractual liability and personal injury coverage;

(c) **Umbrella Liability Insurance.** Umbrella liability insurance to be used in excess of the liability policies with $15,000,000 combined single limit per occurrence; and

(d) **Commercial Blanket Bond.** A commercial blanket bond with limits of $3,000,000 in the aggregate per occurrence and includes coverage of employee dishonesty to the extent TOC failed in its responsibilities in Section 3 of the Agreement.

TOC will provide Customer with a certificate of this insurance coverage upon request.

9) INDEMNIFICATION BY TOC

(a) TOC will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

i) TOC's failure to comply with its obligations under applicable employment-related laws, regulations or orders in TOC's capacity as the general employer of the Assigned Employees;

ii) Breach of any obligation of TOC contained in this Agreement; or

iii) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any TOC employees or, in the event of death, by their personal representatives.

(b) TOC's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) claims that do not result in a finally adjudicated claim of damages against Customer brought by a third party, (iii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iv) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (v) the extent that Customer is required to indemnify TOC against such Damages under Section 10.

10) INDEMNIFICATION BY CUSTOMER

(a) To the extent permitted by law, Customer will indemnify, defend and hold harmless TOC and its directors, officers, employees and agents from and against all damages imposed upon or incurred by TOC, other than for job-related bodily injury or death of an Assigned Employee, arising out of any of the following:

i) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or

ii) Breach of any obligation of Customer contained in this Agreement;

(b) Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential damages or (ii) to the extent any damages are caused by any negligent act or omission or intentional misconduct of TOC, its officers, employees or agents.

11) NOTIFICATION OF CLAIMS

(a) Customer and TOC agree (i) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and

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(ii) to permit TOC or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.

(b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of TOC must be obtained from the TOC Law Department in Troy, Michigan.

12) TERM; TERMINATION

The term of this Agreement begins as of the date first shown above with a first date of service of September 9, 2022, if all deadlines are met, and will continue in effect until canceled by either party upon allowing not less than sixty (60) days prior written notice to the other. TOC reserves the right to terminate this Agreement immediately in the event of non-payment. Further, TOC has the right to terminate this Agreement should any student or Customer employee physically or verbally assault or injure an Assigned Employee and Customer does not respond to the incident to TOC's satisfaction. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

13) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

14) MISCELLANEOUS

(a) **Notices**

i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by e-mail or other transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

(b) **Severability; Waiver**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

(c) **Assignment**

Neither TOC nor Customer may assign this Agreement without the prior written consent of the other party. TOC may use secondary vendors to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

(d) **Independent Contractor**

In its performance of this Agreement, TOC will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make TOC an agent, partner or joint venturer of Customer.

(e) **Force Majeure**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results

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from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, pandemic, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

(f) **Amendments**

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(g) **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of MN without giving effect to any choice or conflict of law provision or rule.

(i) **Entire Agreement**

This Agreement, its exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

Teachers on Call, a Kelly® Education Company

By: _____

Name: _____

Title: _____

Date: _____

Duluth Public Schools

By: John Magas

Name: John Magas

Title: Superintendent

Date: 7/14/22

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EXHIBIT A – PRICING

FOR TEACHERS ON CALL, A KELLY® EDUCATION COMPANY

This Pricing Exhibit A is incorporated and made part of the terms of the Agreement between Teachers On Call, a Kelly® Education Company, and Duluth Public Schools dated 7/20/2022. The pricing set forth in this Exhibit A shall be effective from 7/20/2022 through 6/30/2024.

1. Types of Assignments; Pricing

The Assigned Employees will be assigned to the following positions and at the following mark-ups:

Job Title	Daily or Hourly Pay Rate	Markup
Substitute Teacher *(full day rate)*	Set by Customer*	1.30
Substitute Teacher *(half day rate)*	Set by Customer*	1.30
Substitute Teacher – Retiree *(full day rate)*	Set by Customer*	1.30
Substitute Teacher – Special Ed *(full day rate)*	Set by Customer*	1.30
Substitute Teacher – Long Term *(full day rate)*	Set by Customer*	1.30
Substitute Paraprofessional *(hourly rate)*	Set by Customer*	1.30
Substitute Paraprofessional – Long Term *(hourly rate)*	Set by Customer*	1.30

**As set forth in Exhibit C – Customer Information Sheet*

- The Customer sets the daily and hourly rates for the Assigned Employees. The substitutes' rate must be market rate, comparable to neighboring districts, and meet minimum wage legislation
    - Substitute teachers are paid at a half day or full day rate [minimum four hours per assignment]
        - *A half day is four hours or less, and a full day is anything over four hours (rounded to the nearest 15-minute increment)*
    - Substitute paraprofessionals are paid at an hourly rate [minimum four hours per assignment and then in 15-minute increments]

2. One-time Set-up Fee

© 2022 Teachers On Call, a Kelly® Education Company

One-time Set-up Fee	Absence Management Transfer?
$12,000	yes

3. Orientation

Existing/transitioning substitute employees are expected to watch a recorded TOC orientation session. This time is considered compensable and will be billed to the district/school at a flat rate as noted in the table immediately below.

Orientation Session	$15(pay) x Mark-up Rate = Bill Rate

4. Pricing for Hiring a Teachers On Call Assigned Employee

In the event the Customer chooses to hire an Assigned Employee – on a temporary or permanent basis, directly or indirectly, or at a subsidiary or related facility – the Customer agrees that the employee must complete a minimum of 480 hours at the Customer's location as an Assigned Employee of TOC, or the Customer will pay a placement fee.

- There will be no placement fee if the Customer hires an Assigned Employee who was referred to Teachers On Call by the Customer, including Customer's initial pool.

The fee schedule is set forth below:

< 480 hours worked	$5,000 placement fee **Amortized fee based on hours worked*
480+ hours worked	Fee Waived

TOC will not charge Customer a placement fee for transition of Customer recruited or transitioned employees.

Teachers On Call, a Kelly® Education Company

By: _____

Name: _____

Title: _____

Date: _____

Duluth Public Schools

By: _____

Name: _____

Title: _____

Date: _____

© 2022 Teachers On Call, a Kelly® Education Company

NAVIGATE360 - ORDER FORM

Customer:
Duluth Ind School District 709
4316 Rice Lake Rd, Ste 108
DULUTH, MN 55811
Matthew Johnson
matthew.johnson@isd709.org

Proposal No: **Q-43326**
Proposal By: Patrick Colaluca
Email: pcolaluca@navigate360.com
Opp Number: 150395
Proposal Expires: 6/30/2022

Total Investment: $25,000.00 - Net 30

ONE-TIME SERVICES AND FEES

Group1

Product	Description	Quantity	Price
ALICE Instructor Certification - Private - 16 hours	• 2 Day On-Site Private ALICE Instructor Certification Training to create ALICE Certified Instructors • Cost includes one trainer and up to 20 participants. 21-32 participants – Add 1 extra trainer. 33-50 participants - Add 2 extra trainers • ALICE Introduction for Instructors e-Learning course for all participants • Course Overview: History of ALICE. Examination of Law Enforcement response time. Data and rationale to support proactive, options-based strategies. Implementation strategies using the blended learning model of ALICE Training. Explanations of ALICE (Alert, Lockdown, Inform Counter, and Evacuate) strategies. Activity: Participate in hands-on-demonstrations and critical thinking drill cards Activity: Participate in Scenarios. Activity: Participants will engage in an in-class presentation teach back. • ALICE Instructor Resources for all participants • ALICE Instructor re-certification fee is included - ITEM ID: 863	1	$15,000.00
Travel and Lodging Expenses	Travel and Lodging Expenses - ITEM ID: 706	3	$6,000.00
ALICE Onsite Training - Additional Trainer	ALICE Onsite Training -Additional Trainer - ITEM ID: 862	2	$4,000.00
		Group1 TOTAL:	$25,000.00

Subscription Total: $0.00

One-Time Services & Fees Total: $25,000.00

Total: $25,000.00

Accurate Sales Tax will be added when applicable.
* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

× By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: Duluth Ind School District 709 MSA

Training Services Addendum B

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: Brian Carter

Date: Jun 27, 2022

Signature: Brian Carter
Brian Carter (Jun 27, 2022 13:40 EDT)

CUSTOMER SIGNATORY

Name: Catherine Erickson

Title: CFO

Date: 6.27.2022

Signature: Catherine Erickson

CUSTOMER BILLING INFORMATION

A/P Contact Name: Kim LeDoux

A/P Phone: 218.336.8701

A/P Email: ap.vendor@isd709.org

A/P Address: 4316 Rice Lake Rd, Ste 108

City: Duluth

State (2 Letter Abbreviation): MN

Zip Code: 55811

Federal Tax ID: 41-6003776

Purchase Order

[ ] Attached PO #:

[✓] PO in process to be sent separately

Sales Tax Exempt No. 8014301

Sales Tax Exemption Certificate must be attached.

Budget Code: 01 E 005 640 316 305 000

Proposal No: **Q-43326**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

INSTRUCTURE

Services Order Form

Order #:	Q-233895-2
Date:	2022-06-24
Offer Valid Through:	2022-06-28

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Duluth Public School ISD 709

Address:	4316 Rice Lake Road, Suite 103
City:	DULUTH
State/Province:	Minnesota
Zip/Postal Code:	55811
Country:	United States

Order Information

Billing Frequency:	Annual Upfront
Payment Terms:	Net 30

	Billing Contact	Primary Contact
Name:	Kim LeDoux	Jennifer Larva
Email:	ap.vendore ISD709.org	jennifer.larva@isd709.org
Phone:	218·336·8701 ext. 1005	+1 218 336 8700

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2023-06-30	User	5,000	USD 6.69	USD 33,450.00
Studio Cloud Subscription	2022-07-01	2023-06-30	User	5,000	USD 2.09	USD 10,450.00
Recurring Sub-Total						USD 43,900.00
Year 1 Total						USD 43,900.00
					Grand Total:	USD 43,900.00

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation

evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/ Seat) multimedia storage. Additional multimedia storage can be purchased for USD $1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/ Seat) multimedia storage. Additional multimedia storage can be purchased for USD $1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: https://www.instructure.com/canvas/support-terms
Portfolium: https://portfolium.com/support-terms
MasteryConnect: https://www.masteryconnect.com/support/

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
https://www.instructure.com/policies/master-terms-and-conditions

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): Yes If yes, please enter PO Number: 80123001	Check here if your company is exempt from US state sales tax : ✓ *Please email all US state sales tax exemption certifications to ar@instructure.com* on file

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Duluth Public School ISD 709

Signature: Cathune Erickson
Name: Cathy Erickson
Title: CFO
Date: 6/28/22

Instructure, Inc.

Signature:
Name:
Title:
Date:

Budget Code
01 E 005 211 155 406 000

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 15th day of June, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Joseph Montano Sr.

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Joseph Montano Sr (the "Parties") entered into the contract (the "Contract") dated September 13,2021, for the purpose of providing cultural teachings and hand drum performances and workshops.
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 $5,250.00. This amendment would increase the not to exceed amount to $8,000.00.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Contractor Signature — Date: 6/16/22

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

01	E	005	605	320	305340
XX	XXX	XXX	XXX	XXX	XXXXXX

Program Manager — Date: 6/16/2022

CFO/Superintendent — Date: 6/29/22

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of September 2021 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 13th, 2021, and shall remain in effect until June 30th, 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.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide in-person and/or DL cultural opportunities for the American Indian Education Department, district wide, such as Moccasin game teachings and hand drum workshops.

3. **Background Check.** *N/A*

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, 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 $5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of $75.00/hour (seventy-five dollars).

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: American Indian Education Office and ~~Office of~~ Education Equity, 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: **Joseph Montano Sr.;** 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 9/13/2021

Contractor Signature SSN/Tax ID Number Date

Program Director 10/1/2021

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair 10/5/21

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14h day of June , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Bugg, 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 June 14, 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 and assist in Academic and cultural activities and field trips for American Indian students K-5, attending the American Indian Education summer academic and cultural enrichment program. The program will be held Jun 13, 2022 through Jun 30, 2022 .

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $50.00 (fifty dollars) hourly up to 20 hours a week. Not to exceed $ 3,000.00 (three thousand dollars) in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools,4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education

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) Anthony Bugg 1023 North 17th Ave Superior, WI 54880

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 6/14/22 Date

Program Director 6/14/2022 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	605	320	305	340
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 6/16/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Yasmine Long, 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 June 13, 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 and assist Traditional Ojibwe teachings and cultural activities and field trips for American Indian students in grades K-5, attending the American Indian Education summer academics and cultural enrichment programs. The program will be held June 13, 2022 through June 30, 2022.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $50.00 (fifty dollars) an hour, up to 30 hours per week and not to exceed $4500 (four 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, Coord. AI Education, 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) _1612 E 6th St, Duluth MN 55813

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — SSN/Tax ID Number — Date: 6/13/22

Program Director — Date: 6/13/2022

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:

_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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair — Date: 6/16/22

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Eliza Washington , 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 June 13, 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 and assist in Traditional Ojibwe teachings and cultural activities and field trips for American Indian students 6-12, attending the American Indian Education summer academic and cultural enrichment program. The program will be held Jun 13, 2022 through Jun 30, 2022 .

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $50.00 (fifty dollars) hourly up to 35 hours a week. Not to exceed $ 5,250.00 (five thousand two hundred fifty dollars) in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools,4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education

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) Eliza Washington 2107 Cedar Ave South #310 Minneapolis, MN 55404

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 6/10/2022 Date

Program Director 6/8/2022 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	605	320	305	340
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 6/16/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this __8th__ day of __June____ , 2022__ , by and between Independent School District #709, a public corporation, hereinafter called District, and _____Valerie Dodge_____ , 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 ___June 13, 2022__ and shall remain in effect until June 17, 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 and assist Traditional Ojibwe Ojibwe teachings and cultural activities and field trips for American Indian students 6-12, attending the American Indian Education summer academics and cultural enrichment programs. The program will be held June 13, 2022 through June 30, 2022.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $50.00 (fifty dollars) hourly up to 35 hours and not to exceed $ 1750.00 (one thousand seven hundred fifty dollars) in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Edye Washington, Coord. AI Education, 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) _Valerie Dodge 404 W Orange St Duluth MN 55811 _.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — SSN/Tax ID Number [redacted] — Date 06-08-2022

Program Director — Date 6/8/2022

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:

_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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair — Date 6/16/22

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 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.** The contractor will provide Traditional Ojibwe Lacrosse teachings and rules of the game for American Indian students K-12, attending the American Indian Education summer academic and cultural enrichment program. The program will be held Jun 13, 2022 through Jun 30, 2022 .

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 $75.00 (seventy-five dollars) hourly for teaching about and playing Lacrosse. Not to exceed $ 1,200.00 (one thousand two hundred dollars) in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools,4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. Al Education

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) Thomas Howes 11609 Perch Lake Drive Duluth, MN 55808

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 | 6-2-2022 Date

Program Director | 6/2/2022 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	605	320	305	340
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 | 6/16/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this ___1st_ day of __June__ , 2022_ , by and between Independent School District #709, a public corporation, hereinafter called District, and _____Herb Fineday_____ , 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: Contractor will provide 12 hours of service. Tentative schedule is 4hr /day. 1 day (Tuesdays) per week @ 3 weeks. Contract will provide cultural knowledge and presentation services to the Duluth American Indian Education Summer Program . (insert here or attach as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of __Monday June 13, 2022____ and shall remain in effect until _____Thursday 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.** *(insert or attach a list of programs/services to be performed by contractor)*
Contractor will share information on the following topics the Sky, Water, and Life. There significance to Indigenous peoples and cultural relevance. Guide a nature walk, teach students about the different medicines that Indigenous people use from the environment, identify and educate about birch bark uses, harvesting, tool making. Contractor will present on the Water Protectors and our responsibilities as Indienous peoples.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $__50__ hourly and $ _1000.00__ in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:__Duluth American Indian Education__ , 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) _____.

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.

Ken Finelay Jr. [redacted] 6-4-22

Contractor Signature SSN/Tax ID Number Date

D Washington 6/8/20

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	405	510	313	340
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 Mayle 6/16/22

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Gribbon, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/21 and shall remain in effect until 6/30/22, 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.** *(insert or attach a list of programs/services to be performed by contractor)* (on bottom of page)

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 $ — hourly and $ 1500.00 in total.

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

She provides Piano Accompaniment
for the Choir Department
concerts, solo &
ensemble contests, commencement, etc.

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: Brett Munsing , 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) 2751 Jean Duluth Rd 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.

X _____ [redacted] 5/31/22

Contractor Signature SSN/Tax ID Number Date

_____ 6/1/22

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:

____ 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	220	298	000	305	432
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

_____ 6/8/22

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Atkinson , 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 January 7th and shall remain in effect until December 31st, 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.** *(insert or attach a list of programs/services to be performed by contractor)* Theater set design/building

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 $2500 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: Brett Mensing, 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) 629 E 7th St Apt 2, Duluth MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 1/7/22

Contractor Signature SSN/Tax ID Number Date

Greg Jones/Peter Froehlingsdor 1/7/22

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:

____ 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	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

X Check if the contract will be paid using Student Activity Funds (Drama- Theater Set Design/Building

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

Cathrin E Doar 6/8/22

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Grady, 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 January 7th and shall remain in effect until December 31st, 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.** Theater Costume Design *(insert or attach a list of programs/services to be performed by contractor)*

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 $2500 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: Brett Munsing, 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) 5760 Arnold Rd, Duluth MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kathleen Grady [redacted] 1/7/22
Contractor Signature SSN/Tax ID Number Date

Greg Jones/Peter Froehlingsdor 1/7/22
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:

____ 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	720	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

X Check if the contract will be paid using Student Activity Funds (Drama - Theater Costuming)

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

Cathleen Olson 6/8/22
CFO / Superintendent of Schools / Board Chair Date

For Internal Use Only Depts must provide:	
ESAF #	1996
Chart/Field Account No.	1026-11213-20109
Customer ID #	5005037

For Internal Use Only OES must provide:	
OES Contract #	OES0000000015815
Analyst	AC

UNIVERSITY OF MINNESOTA

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Duluth Public Schools ISD 709, a Minnesota public school district (the "Company"). This Agreement is entered into by University through its Department of Educational Psychology.

The parties agree as follows:

1. Description of Services. University shall perform the following services for Company:

The Complete FAST for Success Professional Development Program includes 12-month use of and access to CONTENT (i.e., MANUALS and CANVAS WEBSITE) and VIRTUAL PROFESSIONAL DEVELOPMENT MEETINGS. CONTENT includes the a) leadership guidebook, b) facilitator manual, and c) staff workbook. The website includes a repository of relevant resources of FAST for Success materials for implementation of the program and support of databased decision making. VIRTUAL PROFESSIONAL DEVELOPMENT MEETINGS occur throughout the year via ZOOM and include six (6) 2-hour trainings that accompany use of the manuals and website to support school data team meetings, two (2) 1 hour on-boarding and implementation readiness meetings to begin the program in summer, and four (4) 3.5-hour digging deeper events that train staff in the science of reading and support connections between conceptual understanding and FastBridge data in reading. Service to Myers-Wilkins Elementary School.

("Services"). Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

2. Compensation. For the Services performed under Section 1, Company shall pay University Four Thousand and 00/100 Dollars ($4000.00), plus any sales or use tax if applicable.

2.1 The compensation shall be paid in the following manner (check one of the following):

☒ 100% upon the signing of this Agreement, with the balance payable monthly after prepayment is applied.

2.2 Invoices shall be payable net 30 days from date of invoice and sent to:

Duluth Public Schools ISD 709
Attn: Amy Worden
Myers-Wilkins Elementary School
1027 N. 8th Avenue East
Duluth, MN 55805
Phone No.: 218-336-8860
Email: amy.worden@isd709.org

In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

3. Term. The term of this Agreement shall commence on July 1, 2022 ("Effective Date") and shall expire on June 30, 2023 unless terminated earlier as provided in Section 4.

4. Termination. Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

5. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY'S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

7. Use of University Name or Logo. Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to,

any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.

8. Indemnification.

8.1 Except as provided in Section 8.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 In the event of (i) use by Company (or any third party acting on behalf of or under authorization from Company) of the Services or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Company's infringement of a third party's intellectual property rights or Company's violation of any law, rule, or regulation in the provision of any materials to University, then Company shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or grossly negligent acts or omissions of University) arising out of such events. The University shall provide Company with prompt written notice of any such claim and reasonably work with Company in any defense of such claim. Company shall obtain consent from University's Office of General Counsel for any settlement to which the University would be a party.

8.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers' Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than $1,000,000 each claim/$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than $1,000,000 each occurrence/$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

9. Export Controls.

9.1 Company shall not convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to University without the prior written consent of University's Export Controls Officer (J. Patrick Briscoe, bris0022@umn.edu, 612-625-3860). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export-controlled items, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4.

9.2 Company represents that the items being procured (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.

10. General Provisions.

10.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

10.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

10.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

10.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

10.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

10.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this Section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

10.7. Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made

when delivered; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

If to University: Attn: Theodore Christ
University of Minnesota, Department of Educational Psychology
56 East River Rd, 250 Education Sciences
Minneapolis, MN 55455
Phone No.: 612-626-8797
E-mail Address: tchrist@umn.edu

With a copy to: University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
E-Mail: contracts@mail.ogc.umn.edu

With a copy to: University of Minnesota
Office of External Sales
295 West Bank Office Building
1300 South Second Street
Minneapolis, MN 55454
E-Mail: extsales@umn.edu

If to Company: Duluth Public Schools ISD 709
Attn: Amy Worden
Myers-Wilkins Elementary School
1027 N. 8th Avenue East
Duluth, MN 55805
Phone No.: 218-336-8860
E-mail Address: amy.worden@isd709.org

10.8 Taxes and Similar Fees. In addition to the payment obligation in Section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.

10.9. Breach; Attorneys' Fees. In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University's costs and expenses

(including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

10.10. Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

11. **Protection of Proprietary Rights** - COMPANY shall take all steps reasonable to protect University's ownership rights in the CONTENT. COMPANY and any of its users shall not:

- make copies of the content;
- remove the University's copyright notice and/or other proprietary notices;
- alter or otherwise modify the content; (REQUIRED)
- create derivative works based in whole or in part on the content; (REQUIRED)
- resell or otherwise distribute or allow unauthorized access to the content. (REQUIRED)
- Use materials for any purpose other than that permitted. (REQUIRED)
- Permit use of materials by anyone other than authorized users. (REQUIRED)

Company assumes all responsibility and liability for use of the content by its authorized users and warrants that the authorized users will comply with the terms of this license agreement.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

By: Gail Renteria
Name: Gail Renteria
Title: UMN CEHD- COO&CFO
Date: 7-5-22

Duluth Public Schools ISD 709

By: Catherine Erickson 6/8/22
Name: Catherine Erickson
Title: Chief Financial Officer
Date:

Budget Code
01 E 540 640 316 305 000

FORM: OGC-SC102
Form Date: 11.16.10
Form Revision Date: 06.25.21

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School College Street, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until June 2, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 835 West College Street, Duluth, MN 55811.

The approximate date the service will begin is September 12, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 62 Days (attending 2 days per week. The District will pay 2 days per week @ $80.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd. Suite 103. Duluth, MN 55811 on the 15th of each month for the preceding month.

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 $80.00 per week and $2,480.00 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to University Nursery School College Street, 835 West College Street, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[signature]	41-0988095	7/6/2022
Contractor Signature	SSN/Tax ID Number	Date
Jason Crane		6-16-22
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:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

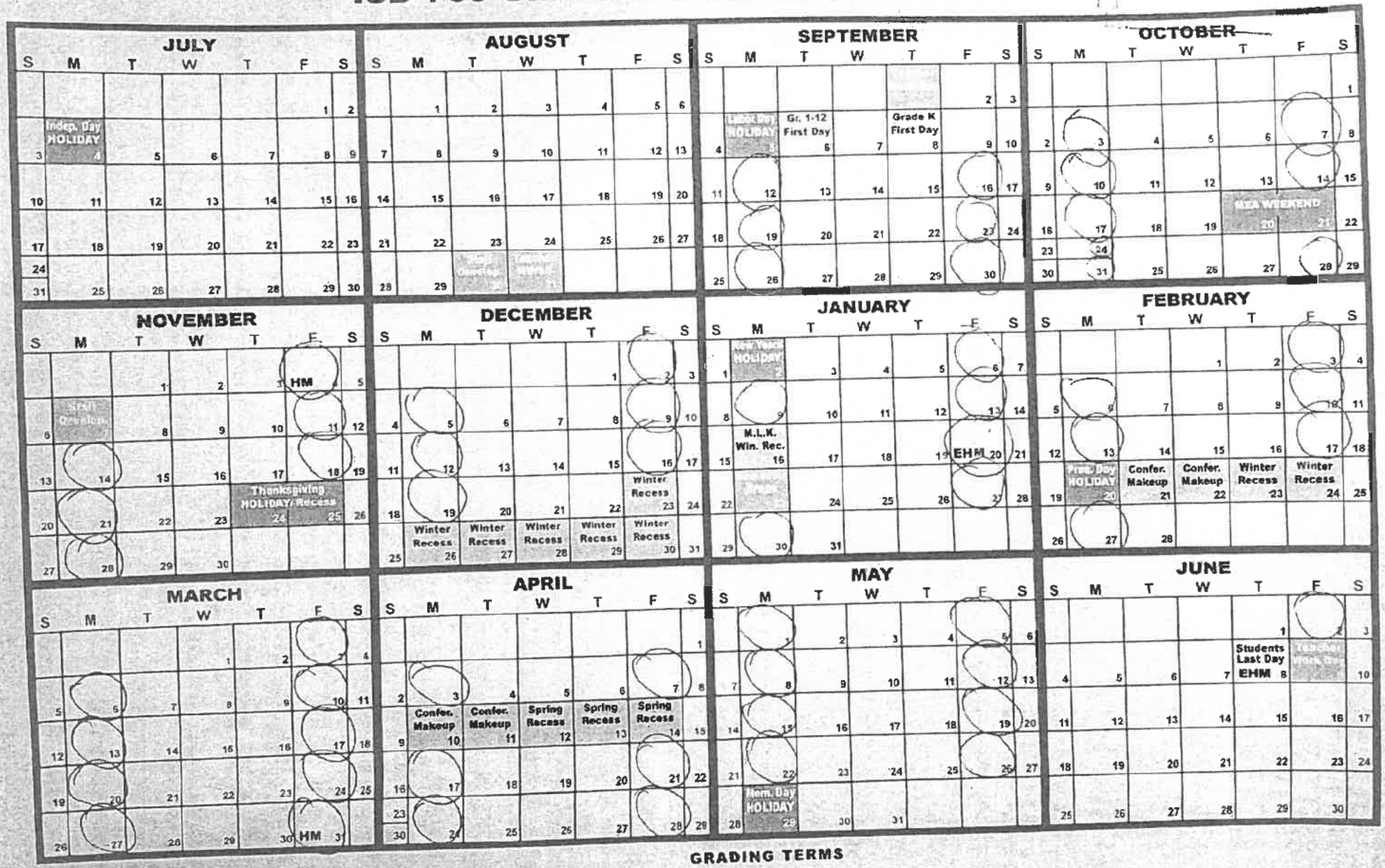
____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Catherine Ebro	6/29/22
CFO / Superintendent of Schools / Board Chair	Date

[redacted]

RECEIV
JUN 14 22

ISD 709 Calendar 2022-23 School Year



KEY DATES

- First day for Grade 1-12 students - September 6, 2022
- First day for Kindergarten students - September 8, 2022
- Schools will schedule open houses and conferences
- No school for students: ☐ ☐ ☐
- Last day for students - June 8, 2023

GRADING TERMS

Elementary Schools:

- Term 1: September 6 to January 20
- Term 2: January 24 to June 8

High Schools and Middle Schools:

- Term 1: September 6 to November 4
- Term 2: November 8 to January 20
- Term 3: January 24 to March 31
- Term 4: April 3 to June 8

ISD 709 Duluth Public Schools
Form 3001 Item #335-002900

Approved by the School Board on January 18, 2022. Calendar also available at www.ISD709.org

BARR SUBSCRIPTION AGREEMENT

THIS BARR SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into as of June 15, 2022, by and between Hazelden Betty Ford Foundation, a Minnesota nonprofit corporation, with an address of 15251 Pleasant Valley Road, Center City, MN 55012 ("HAZELDEN BETTY FORD") and **Duluth Public Schools**, a district, with an address of **4316 Rice Lake Rd Suite 108, Duluth, MN 55811** ("CLIENT").

RECITALS

A. HAZELDEN BETTY FORD offers and makes available to secondary schools subscription(s) for the implementation of the BARR Secondary Model (as more fully described on Exhibit A attached hereto).

B. CLIENT wishes to purchase from HAZELDEN BETTY FORD subscription(s) to the BARR Secondary Model, for implementation, at CLIENT's school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807.**

IN CONSIDERATION of the mutual promises and agreements set forth below, HAZELDEN BETTY FORD and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases subscription(s) to the BARR Secondary Model ("BARR Model") on the terms set forth herein and on Exhibit A attached hereto ("Subscription" or "Subscriptions(s)"). HAZELDEN BETTY FORD shall perform the services ("Services") and provide the materials ("BARR Materials") identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. HAZELDEN BETTY FORD may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by HAZELDEN BETTY FORD.

2. Electronic Access to BARR Materials. The Subscription includes electronic access to the BARR Secondary Materials ("BARR Materials") through the HAZELDEN online platform ("Online Platform"). HAZELDEN BETTY FORD hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Online Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.

ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.

iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial

purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the Online Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the Online Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of this Section 2. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the Online Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. HAZELDEN does not make any other representations or warranties with respect to the BARR Materials or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit B attached hereto. HAZELDEN BETTY FORD will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt.

4. Ownership. HAZELDEN BETTY FORD or its licensors will be and remain the owner of the copyright in and to the BARR Materials. CLIENT acknowledges that the BARR Materials are protected by copyright and any intellectual property or materials created in the performance of this Agreement, and CLIENT shall not reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by HAZELDEN BETTY FORD.

5. No Payment. No payment or other consideration was provided by HAZELDEN BETTY FORD to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. Insurance. At all times during the term of this Agreement, HAZELDEN BETTY FORD will keep in force:

i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than $2,000,000 each occurrence and $4,000,000 annual aggregate.

ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than $1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. Data; Survey Results. HAZELDEN BETTY FORD or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) HAZELDEN BETTY FORD shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate.

8. Records of Students of CLIENT. Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to HAZELDEN BETTY FORD.

9. Record Retention and Audits. HAZELDEN BETTY FORD will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, HAZELDEN BETTY FORD shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. HAZELDEN BETTY FORD warrants that it will comply fully with all applicable federal

immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. HAZELDEN BETTY FORD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. HAZELDEN BETTY FORD will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. HAZELDEN BETTY FORD will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform Services. If any employee assigned by HAZELDEN BETTY FORD is unacceptable to CLIENT, HAZELDEN BETTY FORD will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit B attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, HAZELDEN BETTY FORD will immediately cease and direct any subcontractor of HAZELDEN BETTY FORD to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay HAZELDEN BETTY FORD, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD shall refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between HAZELDEN BETTY FORD and CLIENT. HAZELDEN BETTY FORD shall be deemed to be at all times an independent contractor of CLIENT. HAZELDEN BETTY FORD shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. HAZELDEN BETTY FORD shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. HAZELDEN BETTY FORD will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to HAZELDEN BETTY FORD hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD and its subcontractors and agents may refer to CLIENT as a CLIENT of HAZELDEN BETTY FORD and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use HAZELDEN BETTY FORD corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with HAZELDEN BETTY FORD.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

HAZELDEN BETTY FORD: General Counsel
Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, PO Box 11
Mailstop FO3
Center City, MN 55012

If to CLIENT:
Name/Title: Jennifer Wellnitz, BARR Coordinator, Denfeld High School
Address: 401 N 44th Ave W, Duluth, MN 55807
Email: jennifer.wellnitz@isd709.org
Phone: 218-336-8830 x2050

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title:
Address:
Email:
Phone:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other party, except that HAZELDEN BETTY FORD may assign this Agreement in its entirety to any parent, subsidiary or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, HAZELDEN BETTY FORD and CLIENT have entered into this Agreement as of the date first above written.

HAZELDEN BETTY FORD FOUNDATION

Joseph Jaksha
Publisher

Date

CLIENT

Cathrine Ebert

Name:
Title:

6/29/22

Date

EXHIBIT A

BARR Model

Additional Year Subscription and Services

EXHIBIT B

Subscription Fee Per School: $16,500.00

Term: 1 year, beginning on July 1, 2022 and ending on June 30, 2023

Description	Price Annually
Additional Year(s)	
BARR Core Services Additional Year	$7,500.00
BARR Premium Services	$7,500.00
Service Delivery Fee	$1,500.00
	$16,500.00

Revenue Contracts Signed
June 2022

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	**Amount or Estimated Amount***	**Contract Source**	**Description**
Lifetouch	TBD	Purchasing	RFP-311 Annual Student Pictures/ID – District Wide per specifications and the response provided to the RFP
Jostens	TBD	Purchasing	RFP-313 Annual Yearbook East High School per specifications and the response provided to the RFP
Jostens	TBD	Purchasing	RFP-312 Annual Yearbook Denfeld High School per specifications and the response provided to the RFP

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 22nd day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Lifetouch, 529 N 18th Ave E, Duluth MN 55812,** 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. 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. A final year of the Agreement is available by mutual agreement for July 1, 2023 through June 30, 2024. The original Agreement was approved by the School Board August 18, 2020.

2. **Performance.** RFP-311 Annual Student Pictures/ID – District Wide per specifications and the response provided to the RFP.

3. **Contract Documents.** It is understood that this Contract consists of the following:

    1. Printed Memoranda of Agreement and Title Sheet;
    2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
    3. Contractors Insurance Policy;
    4. Supplementary Conditions and Insurance Requirements; and
    5. Any other documents identified by ISD 709.

4. **Reimbursement.** Contractors are 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 the TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
    a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

   In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Peter Markham, Lifetouch, 529 N 18th Ave E, Duluth MN 55812.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto. 304

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

    The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

    The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **Cancellation.** The Agreement is subject to annual renewal by mutual agreement of both parties..

17. **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.

18. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/ Executive Director of Business Services

19. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

    a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
    b. should be rejected or modified;
    c. should be performed in a different manner and whether other work should be performed;

d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

20. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Cathune Erickson

Signature

Cathy Erickson

CFO/ Executive Director of Business Services

CONTRACTOR

Signature

Peter H. Markham

Name – Please Print

Award Manager / Lifetouch

Title – Please Print

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 28th day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Jostens, 629 N 43 rd Ave E, Duluth, IMN 55804 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 ISD 709 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. RFP-313 Annual Yearbook East High School per specifications and the response provided to the RFP.

3. Contract Documents. It is understood that this Contract consists of the following:

   1. Printed Memoranda of Agreement and Title Sheet;
   2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
   3. Contractors Insurance Policy;
   4. Supplementary Conditions and Insurance Requirements; and
   5. Any other documents identified by ISD 709.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate.
Contractors are 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 the TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:
   a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. Ownership of Materials. ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship ofjoint 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 ISD 709. Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Rd Suite 108, Duluth, MN 55811. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, 55804.

I I. 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 ISD 709.

12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in 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 without regard to conflict of laws considerations.

14. Compliance with Laws. The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 160.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. I Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

1 5, 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.

16. Cancellation, Per RFP-313 specifications.

17. 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.

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

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

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

20. 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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of $1,500,000 per occurrence.

21. Representatives of ISD 709. The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709	Position
Cathy Erickson	CFO/ Executive Director of Business Services

22. Protection of ISD 709. To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

23. Negotiation, Mediation and Arbitration. Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Cathy Erickson

Signature

Cathy Erickson

CFO/ Executive Director of Business Services

CONTRACTOR

Signature

Name – Please Print

Title – Please Print

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 28th day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and. Jostens, 629 N 43 rd Ave E, Duluth, 55804 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 ISD 709 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 l, 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. RFP-312 Annual Yearbook Denfeld High School per specifications and the response provided to the RFP.

3. Contract Documents. It is understood that this Contract consists of the following:

   l. Printed Memoranda of Agreement and Title Sheet;
   2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
   3. Contractors Insurance Policy;
   4. Supplementary Conditions and Insurance Requirements; and
   5. Any other documents identified by ISD 709.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate. Contractors are 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 the TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:
   a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages. 312

7. Ownership of Materials. ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709, Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Rd Suite 108, Duluth, MN 55811. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43 rd Ave E, 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 ISD 709.

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 without regard to conflict of laws considerations.

14. Compliance with Laws. The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. 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.

16. Cancellation. Per RFP-312 specifications.

17. 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.

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

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

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

20. 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. ISD 709 shall be named an

additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of $1,500,000 per occurrence. 314

21. Representatives of ISD 709. The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709	Position
Cathy Erickson	CFO/ Executive Director of Business Services

22. Protection of ISD 709. To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

23. Negotiation, Mediation and Arbitration. Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Cathy Erickson

Signature

Cathy Erickson

CFO/ Executive Director of Business Services

CONTRACTOR

Signature

Name – Please Print

Title – Please Print

Taxpayer Identification Number

Grant Applications
June 2022

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Northland Foundation	Jennifer Jaros – ECFE Coordinator	P3 Team	$4,000	Annually The Northland Foundation offers grants to develop and/or continue P3 efforts to ensure alignment between early childhood programming to grade 3 in areas such as transitions, curriculum, equity, family engagement etc.

COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

And

NON-CERTIFIED BUSINESS DIVISION
ADMINISTRATORS' ASSOCIATION

EFFECTIVE DATES

July 1, 2021
To
June 30, 2023

COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

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COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

THIS AGREEMENT, entered into this , by and between the Non-Certified Business Division Administrators" Association, hereinafter referred to as the ***"Association"***, and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as ***"School District"***, and relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE 1

Recognition

The School District formally recognizes the Non-Certified Business Division Administrators' Association as the exclusive bargaining representative for all business administrators of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

ARTICLE 2

School District And Association Rights

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

2.2 – Job Advertisement/New Or Changed Positions - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted on the School District's website for a period seven (7) calendar days. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

(a) The salary for all newly created positions, which would be within the appropriate bargaining unit, will be mutually agreed upon between the School District and the exclusive representative. The School District shall notify the President of the Association in writing as soon as practical of any such new position and the number of weeks to be worked. Representatives of the School District and the exclusive representatives shall meet and through use of available information from studies relating to pay equity, attempt to reach agreement on a pay schedule for the position. Should the School District and the exclusive representative be unable to agree on the appropriate salary of any such newly created position within ten (10) days of notification by the School District to the President of the Association, the School District shall determine the salary and the exclusive representative may then grieve such salary under Article 7 of this Agreement including binding arbitration.

In the event the District significantly increases the responsibility of a position in the unit, the following procedure will be followed: 322

Level 1: An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request for such consideration to the Level 1 Review Committee including unit members appointed by the Union as well as a District-designated resource person(s). This committee shall review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.

Level 2: The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within fifteen (15) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor;

If agreement cannot be reached at Level 2, a three (3) member committee will be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee will be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position for reclassification.

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

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

2.5 – Association Dues And "Fair Share" Fee - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated.

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

ARTICLE 3

Salary Regulations

3.1 – Relationship To Teachers' Agreement - The current provisions of the teachers' Agreement relative to salary deductions, paydays, physical examinations (if required), and direct deposit, unless specified different in this Agreement shall also apply to employees covered by this Agreement; except that all fifty-two (52) week employees to this Agreement shall be paid over twelve (12) months. Management reserves the right to set limits to the number of changes with appropriate notice given to membership.

3.2 – Vacation - With continuous, regular full-time employment with the School District in any bargaining unit, employees on a fifty-two (52) week contract shall receive a lump sum accrual on the first pay period in July as shown below. 324

Period	Vacation Entitlement
First Year	11 Days
After One Year	16 Days
After Four Years	20 Days
After Six Years	21 Days
After Seven Years	22 Days
After Eight Years	23 Days
After Nine Years	24 Days
After Ten Years	25 Days
After Fifteen Years	27 Days
After Twenty-Five Years	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions. Employees on less than a full-time year contract shall have vacation days as outlined in Article 3, Section 3.2.1.

3.2.1 - Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined in Article 3, Section 3.2 except that vacation pay shall be prorated in accordance with the number of weeks actually worked.

3.2.2 - Employees working in positions calling for a fifty-two (52) week work year, may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

3.2.3 - Management will have the discretion to place new hires from outside the District on the vacation schedule by taking into consideration relevant employment experience.

3.2.4 - Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the School District.

3.3 – Holidays - All employees under this Agreement, who are on paid status by the District for the work days immediately preceding and immediately following paid holidays, will be paid for the following holidays:

New Year's Day, January 1
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Education Minnesota
Thanksgiving Day, the fourth Thursday in November and the day after Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25

Presidents' Day and Education Minnesota Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as work days, in which case the employees shall receive an extra day(s) of vacation in lieu thereof, or another holiday at the discretion of the Superintendent.

Whenever New Year's Day or Independence Day fall on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead. Whenever Christmas Eve and/or Christmas Day fall on Saturday and/or Sunday, the day(s) shall be a paid holiday on a weekday defined by the District.

3.4 – Transfers - Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer. 326

3.5 – Layoff Policy - In the event of declining enrollments or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off in the inverse order in which they were employed by the School District in a supervisory position within the Unit. Period of service shall not be interrupted while an employee is on an approved leave of absence.

An employee laid off shall be entitled to bump into another supervisory position in the bargaining unit provided the employee being displaced has a shorter period of service and provided the employee desiring to bump into the position meets the minimum requirements for the position as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee on layoff shall have re-employment rights to a supervisory position that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee having been laid off shall have re-employment rights for a period of two (2) years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the employee is qualified for the supervisory position for which re-employment is sought. An employee shall not be allowed to bump into a promotion.

3.5.1 – ***Seniority*** - Seniority shall be determined by the date of hire. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application.

3.6 – Salaries - The salaries of the employees covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Placement on an appropriate step of the salary schedule for employees selected from outside or from inside the unit will be determined by agreement between the individual and the School District. If placement is made at any step other than the top step, the employee shall advance one step on each July 1 thereafter unless the person was hired later than March 1st of the same year.

Part-time employees or employees working less than fifty-two (52) weeks a year shall have the same rate of pay as outlined in Appendix A, except that pay shall be prorated in accordance with the number of hours and/or weeks actually worked.

3.7 – Overtime - Employees requested and required to work overtime shall not receive overtime pay nor any additional amount other than that specified in Appendix A attached to this Agreement, except that any employee who is employed for less than fifty-two (52) weeks per year if required to work beyond their contracted time shall be paid at the same rate per week as provided in their regular salary.

3.7.1 – Inclement Weather/Emergency Closing – When the Administration building is closed due to inclement weather or emergencies, non-essential employees shall not report to work and shall be paid for the day. Employees who are required to report to work onsite as determined by departmental protocols, shall receive equivalent time off to be taken at an alternate time.

Employees who are unable to perform the essential functions of their position offsite and are required to report to work when the Administration building is closed or delayed due to inclement weather or emergency closure shall be granted the equivalent time off to be taken at an alternative time consistent with Article 3.7.2 Flexible time and with consideration of the needs of the department.

When schools are closed and the Administration building remains open, non-essential employees who elect not to report to work may use vacation, personal leave, leave without pay, or if approved to do so, may work from an alternate site remaining accessible, accountable and responsive in completing their daily obligations to the District.

When the Administration building opening is delayed due to weather or emergency, employees will report to work at the time the building is opened. Employees electing not to report to work will be required to use vacation leave, personal leave or leave without pay. 328

3.7.2- Flexible Time- Scheduled Work

Employees should be assigned a reasonable work schedule. The District may approve an alternative work schedule for a unit, division or for individual members. Regardless of the schedule adopted, it is an expectation and performance metric that in the normal course employees are expected to work the hours necessary to complete assignments on a schedule that satisfies the requirements of the job and are required to work at least 80 hours per pay period. In the event that employees are scheduled special shifts in advance, or are scheduled to work outside their normal work schedule, employees will be allowed to flex any hours worked in excess of a normal workweek on an hour-for-hour basis, subject to work loads and scheduling requirements. The maximum number of hours allowed to be banked for flex purposes is 24 hours. Any hours over 24 will be paid to the employee at 1/40th of their weekly rate of pay with the next available payroll cycle after the maximum amount is reached.

3.7.3- Technology Department Unscheduled Work/Call Out

In recognition of the unique needs, personnel and skills required to support the technology and communications infrastructure of the district, a call-out procedure has been developed and implemented as an operational protocol for the Technology group. This protocol is actively maintained in partnership with the members of the technology staff and the technology manager in order to provide ease of use, efficiency, support of critical infrastructure, and support for the technology staff for their expected on-call availability. The on-call protocol will be reviewed, at a minimum, on an annual basis in order to make sure the protocol is accomplishing the goals of preventing the disruption of critical technology and communications infrastructure outages. The protocol will be revised or discontinued by mutual consent of the technology manager and technology staff if deemed appropriate following annual reviews of the protocol. Unscheduled Work/Call Out compensation will be paid at 1/40th of their weekly rate of pay for the first eight (8) hours of unscheduled work and one and one-half (1½) times the employee's regular hourly rate of pay equivalent for any hours thereafter.

Call Out compensation would start:

- immediately after an expected maintenance time window has lapsed and where work must be finished in order to restore technology services to a normal working state, or
- as soon as a request from a manager/administrator has been made to restore a service outside of normal operating business hours.

Call Out compensation would stop:

- after being asked to stop work by manager/administrative staff,
- after work is complete, or
- after an outage has been reclassified by the manager as non-business impacting and being asked to reschedule work for a regular maintenance window.

Regular technology maintenance work that has to be done outside of regular business hours and places an individual over 40 hours per week will accrue 1:1 flex time as noted in 3.7.2 and maintained in partnership by the technology manager and members of the Technology Department.

3.7.4 – Operations and Maintenance Department On-Call Duties

The term "on-call" is limited to a status in which an Employee, though outside regular business hours, is required by the Employer, to be available for duty. The Employee will receive clear advance notice that they will be "on-call". On-call may or may not be scheduled at the discretion of the Department Manager or their designee. A schedule of employees for On-call duty shall be agreed upon and established quarterly by the affected employees in coordination with the Manager of Facilities or their designee. The duty will commence at 7:30 a.m. on Monday of the assigned week and continue until 7:30 am of the following Monday. For weeks where Monday is considered a holiday, duty from the previous week will continue until 7:30 am of the following Tuesday. During this period, the employee will be scheduled to work their regular hours and, in addition, they shall remain on call and be immediately available for any emergency during all non-work hours of their call-out assignment. Employees who are on-call shall receive an annual stipend of $2800, paid monthly.

3.8 – Probation/Termination - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason. Following said one (1) year of consecutive employment with the School District, said employee shall not be discharged, suspended or demoted (excluding demotions due to budgetary requirements) except for just cause. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to have his/her status reviewed within the time limits and pursuant to the provisions of Article 7, Grievance Procedure and Arbitration.

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

3.9 – Definition Of Work Year - The number of weeks to be worked is specified in the salary schedule as set forth in Appendix A.

ARTICLE 4

Leaves of Absence

4.1 – Sick Leave - Sick leave shall be accumulated at the rate of thirteen (13) days per year, accumulative to two-hundred twenty-three (223) days for fifty-two (52) week employees. Less than fifty-two (52) week employees shall be prorated according to this formula based on the number of weeks worked.

4.1.1 – Sick Leave Bank - Each August 1, the sick leave bank should be reviewed and one (1) day of sick leave shall be deducted from the yearly sick leave of each employee in the bargaining unit in order to maintain the accumulated total of days in the bank at approximately eight hundred (800) hours (100 days). No deduction should be made, however, from an individual unless a one (1) day deduction from each member of the unit brings the sick leave bank up to but not to exceed eight hundred (800) hours.

4.2 – Professional Leave - An employee covered by this contract may be granted leave to participate in a professional, patriotic or civic duty without loss of salary, provided such leave is approved by the Superintendent or his/her designated representative. Leaves of short duration (less than a week, but usually one (1) or two (2) days) will be provided to employees covered by this contract who are serving on commissions, state boards, etc., provided the leave is approved by the Superintendent or his/her designated representative. Stipends received for any professional leave granted without loss of salary will be given to the School District less necessary expenses incurred during the professional leave.

4.3 – Death In Family - Leave shall be granted to all persons covered by this Agreement to attend a funeral and related needs in their immediate family, according to the following allowances:

(a) Three (3) days leave - when travel up to one hundred fifty (150) miles is required.
(b) Five (5) days leave - when travel in excess of one hundred fifty (150) miles is required.

This leave shall be deducted from sick leave.

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

4.4 – Personal Leave - All employees within the bargaining unit may take one (1) non-cumulative personal leave day per year at a time approved by the employee's supervisor and agreeable with the employee. The day will be deducted from the employee's sick leave balance.

4.5 – Military Leave - Military leave of absence with pay will be granted and administered as required by Minnesota State Statute 192.26, Subd. 1. Where possible, all military leave with pay shall be taken while the employee is not working or under contract to perform services for the School District, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to military leave with pay from the School District during the time the employee is working, or his/her services are under contract to be performed for the School District.

4.6 – Leave Of Absence Without Pay - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

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

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

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

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

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

4.9 – Jury Duty - When an employee is selected for jury duty, the Superintendent will be notified and if the Superintendent or his/her designee requests, the employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified. The employee will receive his/her regular contractual salary while on jury duty; however, jury pay, less expenses incurred in travel outside the School District, shall be surrendered to the School District.

ARTICLE 5

Insurance

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

5.2 – Long-Term Disability Insurance - The School District will pay the cost of long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum

salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect of the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment to be effective in the next calendar year.

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

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

ARTICLE 6

Travel

6.1 – Employee Travel - Reimbursement will be made by the School District for authorized employee travel as follows:

6.1.1 – In-District Travel - Mileage expense shall be paid to any employee using his/her personal vehicle in the course of his/her employment, providing such use is authorized by the school administration. The mileage rate paid shall be established by Board policy.

6.1.2 – Out-Of-District Travel - Hotels, and registration at actual cost, commercial transportation when used, at actual cost. Private automobiles, when authorized and used shall be paid mileage allowance at the District policy level allowance in force at the time. Meals shall be reimbursed not to exceed the amount specified by District Policy #4133.

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

ARTICLE 7

Grievance Procedure And Arbitration

7.1 - Definitions

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

7.1.2 - The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

7.1.3 - The term ***"days"*** when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

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

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

7.4 – Arbitration - The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee, or if no decision has been made, then within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179A.16, Subd. 4. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Association can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

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

7.5 – Miscellaneous Provisions

7.5.1 - The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under a Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under a Article or Articles of this Agreement and shall notify the Association and employees.

7.5.2 - The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein

shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

7.5.3 – Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

7.5.4 - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

7.5.5 - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

7.5.6 - All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the Human Resources Manager or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during working hours.

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

ARTICLE 8

Health Care Savings Plan

8.1 - To be eligible to receive contributions to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement.

8.2 - An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of service to the School District or on Board approved leave of absence.

8.3 - The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in paragraph 8.2 above.

At the time the Teachers' Bargaining Union negotiates a 403(b) severance plan, the bargaining unit as a whole has the option of reviewing and accepting the plan.

8.4 - Payment of a Health Care Savings Plan shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay (the weekly rate plus longevity as set forth in Appendix A divided by five) shall be the basic daily rate at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including other compensation.

8.5 - Up to one-hundred (100) days of accumulated sick leave multiplied by the daily rate of pay (DRP) as determined in Article 8, Section 8.4, shall be contributed to a Health Care Savings Plan.

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

8.7 - Benefits shall be contributed to a Health Care Savings Plan at the time of separation.

8.8 - Employees discharged for just cause, as set forth in Article 3, Section 3.8 shall not be eligible for severance pay.

8.9 - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay. 340

ARTICLE 9

No Strike Clause

The Non-Certified Business Division Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a fifty-two (52) week employee covered by this Agreement be halted or suspended due to strike or work stoppage by other District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Less than fifty-two (52) week employees shall not suffer a loss of pay as a result of layoff due to strike except under the conditions outlined above, but may be required to make up the time required by their contract.

ARTICLE 10

Term of Agreement

This Agreement shall be effective July 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2021 to June 30, 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.

Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2021, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

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

Dated at Duluth, Minnesota this, 2022.

THE NON-CERTIFIED BUSINESS DIVISION ADMINISTRATORS' ASSOCIATION, DULUTH, MN

By: _____
Union President

INDEPENDENT SCHOOL DISTRICT NO 709

By: _____
Chairperson of the School Board

By: _____
Clerk of the School Board

ADDENDUM

Letter of Intent

May 5, 2004

Independent School District No. 709 intends to review the revised Fair Labor Standards Act (FLSA) to ensure that we comply. We will share the results of the FLSA audit of the Technology Department with individuals designated by the Non-Certified Business Division Administrators' Association.

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE 2021-2023

CLASS	YEARS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	**2021-2022**	764	780	797	815	831	857
	2022-2023	781	798	815	833	850	876
	Help Desk Technician					52 Weeks	
II	**2021-2022**	907	927	948	968	989	1019
	2022-2023	927	948	969	990	1011	1042
	Buyer					52 Weeks	
III	**2021-2022**	969	991	1012	1035	1056	1089
	2022-2023	991	1013	1035	1058	1080	1114
	Accountant I					52 Weeks	
	Early Childhood Business Manager					52 Weeks	
	Field Support Technician					42 Weeks	
	Field Support Technician					52 Weeks	
	Food Service Technician					52 Weeks	
	Food Service Site Supervisor					52 Weeks	
	Digital Innovation Specialist					52 Weeks	
IV	**2021-2022**	1048	1072	1095	1119	1142	1178
	2022-2023	1072	1096	1120	1144	1168	1205
V	**2021-2022**	1052	1077	1100	1124	1147	1183
	2022-2023	1076	1101	1125	1149	1173	1210
	Senior Buyer					52 Weeks	
VI	**2021-2022**	1083	1106	1131	1155	1180	1216
	2022-2023	1107	1131	1156	1181	1207	1243
	Business Services Liaison					52 Weeks	
	Coordinator of Health, Safety & Environmental Management					52 Weeks	
VII	**2021-2022**	1099	1124	1148	1174	1197	1235
	2022-2023	1124	1149	1174	1200	1224	1263
	Accountant II					52 Weeks	
	Assistant Supervisor Maintenance & Construction					52 Weeks	
	Assistant Supervisor Transportation					52 Weeks	
	Building Systems Technology Coordinator					52 Weeks	
	Food Service Area Field Supervisor					52 Weeks	
	Grants Coordinator					52 Weeks	
	Special Services Business Manager					52 Weeks	
	System Specialist/Desktop I					52 Weeks	
	Technology Supervisor					52 Weeks	
VIII	**2021-2022**	1269	1298	1325	1355	1383	1425
	2022-2023	1298	1327	1355	1385	1414	1457
	Business Process Systems Analyst					52 Weeks	
	Google Workspace Administrator					52 Weeks	
	Network Engineer I					52 Weeks	
	Supervisor Building Operations					52 Weeks	
	Supervisor Purchasing					52 Weeks	
	System Specialist/Desktop II					52 Weeks	
	System Specialist /Network I					52 Weeks	
	System Specialist/Security					52 Weeks	
IX	**2021-2022**	1355	1385	1415	1446	1475	1521
	2022-2023	1385	1416	1447	1479	1508	1555
	Network Engineer II					52 Weeks	
	Supervisor Maintenance & Construction					52 Weeks	
	Supervisor Transportation					52 Weeks	
	Systems Specialist/Network II					52 Weeks	

Persons with more than the below noted years of continuous full time service with the School District on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

8 years	$800
15 years	$1,200
20 years	$1,800
25 years	$2,200

Step 1 through Step 5 respectively of the salary grid shall be 89-91-93-95 and 97% of Step 6.

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 Non-Certified Business Administrator's Association (NCBAA) ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for non-certified business administrators employed in positions within the NCBAA 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 for 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 non-certified business administrator's 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 the following criteria are met:

    a. Employees hired and employed on, prior to, or after June 30, 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.

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: 6/30/2022

For _____
NonCertified Business Admin Association

Dated: 1 July 2022

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

and

EDUCATION DIRECTORS ASSOCIATION

EFFECTIVE DATES

July 1, 2021
to
June 30, 2023

AGREEMENT
Between
Education Directors Association
and
Independent School District No. 709
St. Louis County, Minnesota

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AGREEMENT
Between
Education Directors Association
and
Independent School District No. 709
St. Louis County, Minnesota

THIS AGREEMENT, , by and between the Education Directors 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 hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the directors.

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

ARTICLE I

Recognition

The School District formally recognizes the Education Directors Association as the exclusive bargaining representative for all confidential directors of the School District who are designated members of the Superintendent's Executive Committee and who are employed for more than fourteen (14) hours per week and more than one hundred (100) work days per year excluding all other employees. The Association shall be the duly authorized representative of said directors 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 directors, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

The Education Director positions covered under this working Agreement are:

Director of Curriculum & Instruction
Director of Assessment & Evaluation
Director of Teaching and Learning
Director of Special Services
Assistant Director of Special Services

ARTICLE II

Grievance Procedure

The purpose of this procedure is to provide a method whereby directors who are members of the Education Directors Association may present grievances. Such grievances shall be presented in accordance with the following guidelines:

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 School District shall be a party to all grievances and may be represented by its designated representative and/or legal counsel. 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.
C. 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 aggrieved employee must be present at all meetings or hearings. The Association, however, shall be the official representative in binding arbitration.

Step I - Informal Review: If an employee has a grievance, the employee should discuss the problem with his/her supervisor. The informal review shall be reported to the Superintendent in writing within five (5) days of the review.

Step II - Formal Review: In the event that an employee believes that his/her grievance has not been satisfactorily resolved informally, the aggrieved employee may appeal to the Superintendent for a hearing. The aggrieved employee shall present his/her grievance in writing to the Superintendent of Schools within twenty (20) days of the conclusion of the informal review. The Superintendent shall set a hearing date within ten (10) days of the filing of the written grievance and notify the employee and the Association. A decision in writing by the Superintendent shall be rendered within ten (10) days of the hearing and communicated to the employee and the Association. Time limits may be extended by mutual written consent of the Association and the Superintendent.

Step III – Arbitration: The Association may appeal within thirty (30) days of the communication of the written decision of the Superintendent, or if no decision has been made, then within forty (40) days of the Step II hearing. The Superintendent shall immediately arrange for arbitration and inform the Association of the initiation of arbitration procedures.

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

Miscellaneous Provision: Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the 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.

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 and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Association. In the case of an event, act, or default, which is of a continuing nature, the employee and the 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.

ARTICLE III

School District & Association Rights

Section 3.1 - Job Advertisement: When a vacancy occurs in an administrative position in the School District which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. Newly created and assigned positions, which appropriately belong in the

Education Directors Association, shall be assigned a salary range through written agreement between the School District and the Association. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School Board may unilaterally set the salary and define the length of the work year.

The Association may appeal such a decision under the grievance procedure of this Agreement.

Section 3.2 - Validity or Conformity to Law Clause: If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination laws, then such provision should 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.

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 this Agreement shall continue in effect.

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

Section 3.3 - Management Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

The exclusive representative recognizes that all directors covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all directors covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE IV

Terms & Regulations Of Employment

Section 4.1 – Vacations: Each administrator will be eligible for vacation according to the following schedule:

First 5 years of full-time service:	20 Days
6 Years	22 Days
7 Years	23 Days

8 Years	24 Days
9 Years	25 Days
10 Years	26 Days
15 Years	28 Days
25 Years	31 Days

When directors retire/resign or otherwise leave the service of the School District, the per diem value of any earned and unused vacation at their current hourly rate of pay shall be contributed to the employee's Health Care Savings Plan (HCSP). In no event shall this provision exceed sixty (60) days.

Years of experience for vacation purposes will be determined by management at the time of hire.

Holidays: Education Directors shall have ten (10) paid holidays per year:

New Year's Day	Thanksgiving Day and the day
Presidents' Day	after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	
M.F.T. Friday	

Floating Holidays: Education Directors shall have three (3) floating holidays to use per contract year as arranged with the Superintendent or immediate supervisor. For contract year 2021-2022, the floating holidays may be accumulated or requested to be paid off prior to the end of the contract year. For any subsequent contract year, floating holidays may not be accumulated or paid off.

Personal Leave: Members will be granted three (3) personal days each contract 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 request.
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 and 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 Directors' 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 (2) personal leave days may be carried over from any one contract year to the next contract year. For contract year 2021-2022 only, any unused personal days may be accumulated or requested to be paid off prior to the end of the contract year.

Section 4.2 – Salaries:

Increments: Directors who begin their service in a position within the Education Directors Unit on or after February 1 of the school year will receive no increment the following year.

Section 4.3 – Vacancy: When a replacement is hired for a position within the Education Directors Association, the salary will be negotiated between that person and the School District within the parameters of Appendix A. In the event of an administrative reorganization that results in a permanent (i.e., > six (6) months) increase/decrease in duties and/or responsibilities for the director position(s), the District and the director(s) shall meet to determine the mutually agreeable appropriate compensation effective from the date of the change in duties. It is not the intent of this Section for the parties to re-open compensation discussion between the District and the Education Directors Association, (during the term of this Agreement), unless the reassignment of work referred to above involves a substantial change in duties and/or responsibilities and/or an appropriate compensation cannot be mutually agreed upon.

Section 4.4 - Layoff: In the event of declining enrollments or administrative reorganization a director is left without an administrative assignment, he/she has the option, subject to School Board approval; to assume an administrative position outside the unit providing an opening exists in a position for which he/she is certified. Any layoffs within the unit will be done in reverse order of unit seniority if the appropriate license is held by the individual being retained.

Section 4.5 - Temporary Position: Should a director assume a temporary position in the School District or assume a position in an acting capacity; when his/her service in that position is no longer needed for whatever reason, he/she shall return to his/her former position providing it has not been discontinued. If the position has been discontinued, Section 4.4 above applies.

Section 4.6 - Four (4) Day Week: In the event the School Board should adopt a school calendar, which provides for a four (4) day week, members of the Directors' unit will adjust their work schedules accordingly, if requested, without change in compensation.

Section 4.7- Remote Work: Education Directors may work remotely when it is approved by their supervisor and appropriate and practical for their individual work, as well as the collective work of their teams and individuals they support. The school district shall provide the employee with an appropriate device to work remotely. The employee will be responsible for internet requirements.

Section 4.8 - Service Organization Membership: Each director may be a member of a service organization as mutually agreed upon by the director and the Superintendent. Cost of dues, weekly and committee meetings will be paid by the District.

Section 4.9 – Cellular Phone Allowance: The School District shall provide the Employee with a monthly allowance of $75.00 for use of the Employees' cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District $10.00 monthly for personal use.

Section 4.10 - Expense Account: The employer agrees to pay all reasonable and necessary expenses of the director incurred in the performance of his/her duties with the School District. The director shall file an itemized and verified claim statement for such expenses with the Superintendent of the School District in accordance with the laws of the State of Minnesota.

Section 4.11 - Indemnification & Provision of Counsel: In the event that an action is brought or a claim is made against the employee arising out of the performance of the duties of the employee's position, 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 bad faith, 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 § 466. Defense of employee by the District insurer shall be deemed to satisfy the obligation of the District set forth in this paragraph.

ARTICLE V

Insurance

Section 5.0 - Liability Insurance: The School District shall keep in force, at School District expense, an errors and omissions insurance policy and a policy of general liability insurance insuring the employee and the School District in an amount not less than the limits of liability set forth in Minnesota Statutes § 466.

Section 5.1- Medical Insurance: 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 - Long Term Disability Insurance: The School District shall provide 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 $100,000.00 will be provided for each director in the Unit at no cost to the director. The employee may purchase, at his/her own expense, additional insurance in increments of $50,000.00 through the District's group plan.

Section 5.4 - Dental Insurance: 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 additional to the basic plan may be selected only within the first thirty (30) days following initial adoption and fifteen (15) days following each of the successive anniversary dates in future years.

ARTICLE VI

Travel

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

1. ***In District Travel:*** Automobile travel will be reimbursed at a per mile allowance as determined by School Board policy.
2. ***Out of District Travel:*** Meals, hotel and registrations shall be reimbursed at actual cost with receipts. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at a per mile allowance as determined by School Board policy. Meals shall be reimbursed per local policy (#3136R) without receipts.

It is the responsibility of each member to submit a monthly billing request before reimbursement can be made. Each 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 administrators or the role of the exclusive representative of administrators in the meeting and negotiation process.

ARTICLE VII

Leaves Of Absence

Section 7.1 - Leaves of Absence Without Pay:

A. Leaves of absence without pay shall be granted upon written application to the Superintendent or his/her designee for the following reasons:
   1. Military leaves of absence shall be granted to any administrator 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 employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Superintendent or his/her designee at least two (2) months in advance of the commencement of the leave and must

commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

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

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

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

3. Medical leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his/her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
4. ***Family & Medical Leave Act:*** Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.

B. Upon termination of his/her leave of absence and return to the school system, the director shall be placed at the same salary 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 maternity 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.

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

Section 7.2 - Leaves of Absence With Pay:

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

B. ***Professional Leave.*** Directors 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. The District will establish a Sick Leave Bank for the Education Directors Association membership with one initial allocation of one hundred (100) days by the District. The allocation will be restored as the need arises.
      A committee consisting of two (2) Directors appointed by the unit and two (2) members appointed by the Superintendent of Schools including the Superintendent's designated representative who shall act as Chairperson shall adopt rules and regulations governing the Sick Leave Bank, which is to be administered by the Superintendent's designated representative.
   2. Administrative sick leave shall be accumulated at the rate of thirteen (13) days per year.

Unused sick leave shall accumulate to a maximum of thirty (30) days (plus the new year accrual). The value of unused sick leave in excess of thirty (30) days shall be contributed annually to the employee's Health Care Savings Plan (HCSP) at the end of each fiscal year.

3. 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.

D. ***Death in Family Leave:***
   1. Full pay for absence not to exceed five (5) days shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
   2. A director 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 a director 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.

E. ***Jury Duty:***
   1. When a director is selected for jury duty, the Superintendent will be notified and that director 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 director 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 director 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 administrator's accumulated sick leave.

G. ***Family Leave:***
   1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charge against the current or accumulated sick leave. Such leave shall require the notification of their immediate supervisor who is not a member of the bargaining unit.
   2. ***"Family"*** shall constitute members of the immediate family of an employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories.
   3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness/injury of the their dependent child in accordance with Minnesota Statute §181.9413.

ARTICLE VIII

Insurance Premiums & Retirement Plan

Section 8.1: Upon retirement, or termination of employment, the per diem value of unused current and accumulated sick leave days of an eligible director shall be contributed to the employee's Health Care Savings Plan (HCSP) by the School District. An employee may use their Health Care Savings Plan (HCSP) funds to be reimbursed for allowable health related expenses in accordance with state and federal laws. There is no cash option.

Section 8.2: Directors discharged for cause shall not be eligible for any remaining sick leave balance to be contributed to the Health Care Savings Plan (HCSP).

Section 8.3: The director must give written notice of retirement to the Superintendent or his/her designated representative prior to April 1 if not returning for the following school year, or three (3) months prior to

retirement if retiring during the school year, except in cases of emergency involving serious illness or other justifiable cause, a director may retire after such time limits with the approval of the Superintendent and shall be eligible for the Health Care Savings Plan (HCSP) contribution by the School District.

Section 8.4 – Supplemental Service Credit: Upon retirement or voluntary resignation, an eligible director shall receive credit for 2.5 days times the number of full or partial years of continuous service to the District. 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 plus any earned incentive pay divided by two-hundred sixty (260). The Supplemental Service Credit will be contributed to the employee's Health Care Savings Plan (HCSP) by the School District.

ARTICLE IX

Payroll Deductions

Section 9.1: Payroll deductions shall be made in accordance with the following schedule:

1. First payday of the month:
   A. Federal & State Taxes
   B. Annuities
   C. Retirement (TRA)
   D. Social Security
   E. Fair-Share Fee
   F. United Way
   G. Duluth Teacher's Credit Union

2. Second payday of the month:
   A. Federal & State Taxes
   B. Annuities
   C. Retirement (TRA)
   D. Social Security
   E. Insurance Premiums
   F. United Way
   G. Duluth Teacher's Credit Union
3. Third payday of the month (where applicable):
   A. Federal & State Taxes
   B. Retirement (TRA)
   C. Social Security

Section 9.2 - Special Provisions:

A. All insurance premiums shall be paid in advance of the month in which they are due.

ARTICLE X

Paydays

Section 10.1 – Paydays: All directors covered under this Agreement shall be paid every other Friday.

Twice-monthly Pay Schedule: Commencing 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 employees 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 directors in the bargaining unit by depositing in such banks, as the director shall designate the net salary or wages owed to such directors. If the director does not designate a bank, the School District will designate a bank or credit union for the director.

Section 10.3: Paydays for returning directors who have been absent during the preceding school year or for new directors 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.

ARTICLE XI

Personnel Files

Section 11.1: A director shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Administrative Offices as provided for ***"teachers"*** by Minnesota Statutes, Section 125.17, Subd. 12, 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 director shall be reviewed with the director by the immediate supervisor prior to filing. The director 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 director so evaluated shall be informed.

Section 11.4: Official grievances filed by any director under the grievance procedure shall not be placed in the personnel file of the director, nor shall 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 director 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 director'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 XII

No Strike Clause

The Education Directors Association and the directors 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 director covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless a director shall refuse or fail to perform work for the School District during the period of strike or work stoppage.

ARTICLE XIII

Term Of Agreement

Section 13.1: This Agreement shall be effective July 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2019 to June 30, 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: Except as otherwise agreed, not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2021, 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 directors 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

EDUCATION DIRECTORS ASSOCIATION

By: _____
President

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chairperson of the School Board

By: _____
Clerk of the School Board

By: _____
School District Negotiator

APPENDIX A

Education Directors Association
Annual Salary Schedule

TITLE	2021-2022	2022-2023
Director	$137,333	$140,423
Asst. Director	$112,750	$115,287

Memorandum of Understanding
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 Education Directors 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 education directors and other individuals employed in positions within the education director'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 education directors' 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 prior to, on or after June 30, 2021 will be eligible for the 2021-2022 leadership stipend if they remain in active and eligible status through the end of the contract year. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after the last day of the contract.

    b. Employees employed on or after June 30, 2022 will be eligible for the 2022-2023 leadership stipend if they remain in active and eligible status through the contract year. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after the last day of the 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 June 30, 2023. No party may present or rely on this MOU as establishing any precedent or practice extending beyond June 30, 2023. This MOU will expire on June 30, 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: 6/30/22

For _____
Education Directors Association

Dated: 6/30/22

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 Education Directors 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 directors and other individuals employed in positions within the education director'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 sixteen (16) hours of professional development in during 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 June, 2023. The professional development will be jointly created by the Education Directors and the Assistant Superintendent.

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 $1200 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 June 30, 2023. No party may present or rely on this MOU as establishing any precedent or practice extending beyond June 30, 2023. This MOU will expire on June 30, 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: 6/30/2022

For _____
Education Directors Association

Dated: 8/8/22

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 19 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
Northern Reginal Implementation Project PBIS	Jacob Laurent - Climate Coordinator	DW	$5,000	To support district, work around supporting and maintaining PBIS, as well as assistance in onboarding new schools. Will have to submit a budget on how the money was spent and have a District PBIS Team.
MAELC MN Ag Educ Leadership Council	Alison Wood	Denfeld	$6,888	This grant proposal focuses on a hydroponic design unit that would happen during second semester. Students will use plastic bins, air pumps, net cups, lighting to design their own version of a small-scale system. A larger classroom set up will allow students to plant a variety of foods and experience the pros and cons of vertical vs floating system.

COLLECTIVE BARGAINING AGREEMENT
Between
Executive Employees Association
And
Independent School District No. 709
St. Louis County, Minnesota

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COLLECTIVE BARGAINING AGREEMENT

Between
Executive Employees Association

And

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

THIS AGREEMENT, entered into, by and between the Executive Employees 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 hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

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

ARTICLE I

Recognition

The School District formally recognizes the Executive Employees Association as the exclusive bargaining representative for all confidential employees employed by Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) consecutive work days per year, excluding the Superintendent, Executive Directors, elected officials, 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

Grievance Procedure

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

1. The School District shall be a party to all grievances and may be represented by its designated representative and/or legal counsel. 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.
2. 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 aggrieved employee must be present at all meetings or hearings. The Association, however, shall be the official representative in binding arbitration.

Step I – Informal Review - If an employee has a grievance, the employee should discuss the problem with his/her supervisor within twenty (20) workdays of its occurrence or from the time the employee first knew of it or should have known. In the event that the employee's immediate supervisor is the Superintendent, the grievance process shall begin at Step II.

Step II - Formal Review - In the event that an employee believes that his/her grievance has not been satisfactorily resolved informally, the aggrieved employee may appeal to the Superintendent or his/her

designee for a hearing. The aggrieved employee shall present his/her grievance in writing to the Superintendent within twenty (20) working days of the conclusion of the informal review. The Superintendent shall set a hearing date within ten (10) working days of the filing of the written grievance and notify the employee and the Association. A decision in writing by the Superintendent shall be rendered within ten (10) working days of the hearing and communicated to the employee and the Association. Time limits may be extended by mutual written consent of the Association and the Superintendent.

Step III – Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step II, either the Association or the School District may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment.
2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

Step IV- Arbitration - The Association may appeal within thirty (30) working days of the communication of the written decision of the Superintendent or his/her designee, or if no decision has been made, then within forty (40) working days of the Step II hearing. In this event, the Superintendent of Schools or his/her designee 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 179.72, Subd. 5.

ARTICLE III

School District & Association Rights

Section 3.1 – Job Postings/Advertisement - When a vacancy occurs in a position in the School District, which falls within the Executive Employees Association, the Human Resources Department will send a notice of such vacancy to the President of the Association. Newly created positions, which appropriately belong in the Executive Employees Association, shall be assigned a salary range through written agreement between the School District and the Association. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School Board may unilaterally set the salary and define the length of the work year. The Association may appeal such a decision under the grievance procedure of this Agreement.

Section 3.2 – New Employees & Step Increases (Clerical) - New employees shall be hired at Step 1 in the appropriate pay range, except that new employees with at least one (1) year appropriate experience outside School District employment may be hired at Step 2, and new employees with two (2) or more years of appropriate experience outside School District employment may be hired up to Step 3. Appropriate outside experience must be within the last five (5) years prior to employment with the School District. All employees will receive step increases on July 1 except those who have not yet completed their probationary period and except as otherwise provided in Section 4.7 of this Agreement. Probationary employees will receive step increases at the completion of the probationary period, and subsequent July

1st thereafter. No full time employee in the bargaining unit shall be paid less than the salary provided at Step 1.

Section 3.3 – Validity Or Conformity To Law Clause - If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination laws, 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 3.4 - 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 this Agreement shall continue in effect.

Section 3.5 - Matters Not Covered - This Agreement represents the full and complete agreement between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement, and not subject to further negotiation during the term of this Agreement and the parties specifically waive the right to negotiate with respect thereof during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 3.6 – Management Rights Clause

1. It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and discretion conferred upon and vested in it by applicable state or federal laws, rules and regulations, including, but without limitation because of enumeration, the right:
   A. To the executive management and administrative control of the school system and its properties, programs and facilities, and the activities of its employees;
   B. Subject to the provisions of law, regulations of the State Board of Education, and Civil Service Rules of the School District, to employ and re-employ all personnel; determine their qualifications and conditions of employment; dismiss, suspend, demote, or take other appropriate disciplinary action against such personnel; to assign or determine the work assignment of said personnel and promote or transfer the same; and to determine the complement of employees necessary to the efficient operation of the School District;
   C. To determine the policies of the School District;
   D. To determine the financial, budgetary, accounting and organizational policies and procedures of the School District;
   E. To establish work rules and Civil Service regulations not inconsistent with this Agreement;
   F. To create, revise, and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons; and
   G. To contract out for goods or services deemed necessary or desirable by the School District and permitted by law or regulations of the State Board of Education. During the term of this Agreement, the School District of Independent School District 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law and regulations of the Minnesota State Board of Education, and with respect to the specific and express terms of this Agreement, shall be limited only to the extent that they are in conformance with the Constitution and Laws of the State of Minnesota, and the Constitution and Laws of the United States, it hereby being understood and agreed that the School District retains all functions, powers and authorities which are not included in the enumeration herein listed above, or otherwise nullified, abridged, delegated or modified by this Agreement. In all matters under this Agreement calling for judgment or discretion on the part of the School District, the decision of the School District shall be final and binding, except as otherwise provided in Article II of this Agreement.

ARTICLE IV

Terms & Regulations Of Employment

Section 4.1 – Vacation

Each employee will be eligible for vacation according to the following schedule:

First 5 Years of Service	20 Days
After 10 Years	25 Days
After 15 Years	27 Days
After 20 Years	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions.

Vacation accrued will be prorated based on FTE and weeks worked. Employees who retire/resign or otherwise leave the service of the School District will receive their vacation pro-rated from July 1 until their termination date.

Vacation shall not be cumulative except employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. All vacation to which an employee is entitled as of July 1, must be taken and used up by the employee within the following eighteen (18) consecutive months.

Section 4.2– Holidays All employees under this Agreement who are entitled to be paid for the work days immediately preceding and immediately following such holidays, shall receive the following as paid holidays:

New Year's Day,
Presidents' Day,
Memorial Day,
Independence Day,
Labor Day,
Convention Day in October
Thanksgiving Day,
The day after Thanksgiving
Christmas Eve Day,
Christmas Day

Section 4.3 – Overtime - Hourly employees covered under this Agreement required to work for the School District in excess of eight (8) hours per day or forty (40) hours per week shall be paid time and one-half their regular hourly rate for all such hours of work in excess of eight (8) hours per day or in excess of forty (40) hours per week.

Section 4.4 – Salaries - The salaries of the administrators covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

The salaries for the clerical employees covered by this Agreement are set forth in Appendix B and shall be considered a part of this Agreement.

Section 4.5 – Vacancy (Administrative) - If a replacement is hired for a position within the Executive Employees Association administrative section, the salary for this person may be determined by the School District and its management on any step within the appropriate pay range, provided that no additional responsibilities are put on the remaining Executive Employees Association administrators as a result of the change in personnel. Should additional responsibilities result; the School District shall meet with the Executive Employees Association unit representatives to determine proper compensation.

Section 4.6 – School Closings - When the Administration building is closed due to inclement weather or emergencies, administrative and clerical employees shall not report to work and shall be paid for the day.

When all Duluth Public Schools are closed due to inclement weather or emergencies, and the Administration building remains open, employees shall be allowed to not report to work, using their available vacation, personal leave, sick leave in the event of no available vacation or personal leave, or leave without pay at their discretion and with consideration given to personal safety and the needs of the department. Employees also have the option of reporting to work or working remotely if approved by their supervisor.

Section 4.7 – Promotions (Clerical) - When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion and shall remain at that step until the beginning of the next full pay period following completion of six (6) months service, or the probationary period, in the position, whichever is later, at which time he/she shall advance one (1) step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.

All vacancies shall be posted on the District's website and employees allowed five (5) days in which to apply on such vacancies. Employees applying for the position must meet the minimum qualifications as determined by the Human Resources Department. Applications for vacancies shall be accepted from employees who are presently working, on lay-off or on the re-employment list and have completed the initial probationary period and using Unit seniority. Employees in their probationary period may apply with outside applicants. For each vacancy the District shall be entitled to interview up to four (4) qualified applicants. The District shall be entitled to interview outside applicants if there are not four (4) qualified applicants from within the bargaining unit.

Section 4.8 – Reclassification In the event the District significantly increases the position responsibility of a position in the unit, the following procedures shall be followed:

Level 1: A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Level 1 Review Committee including unit members appointed by the Union as well as a District-designated resource person(s). This committee shall review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.

Level 2: The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within fifteen (15) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor;

If the employee or unit does not agree with the Level 2 decision, a three (3) member committee shall be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee shall be final and binding subject to the Superintendent's approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position in question for reclassification.

Section 4.9 – Probation

A. ***Probationary Period.*** Upon being initially employed with the School District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. Persons laid off or demoted without fault on their part who have completed the probationary period and who are reassigned to a position in the same pay range from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are reassigned to a position in the same pay range from which he/she was laid off or demoted, will be credited for the probationary time already served in the new appointment.
B. ***Rights Upon Discharge/Demotion (Clerical).*** The Supervisor may, during the probationary period, discharge or demote a clerical employee for any cause, as the Supervisor shall see fit. Any clerical probationer rejected on probation shall be considered permanently separated from the position he/she has held, provided that an employee promoted to a clerical position and then rejected during the probation period shall have the right to assume the position from which he/she was promoted, if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, he/she shall be placed in the position in the same pay range held by the least senior person. If the affected clerical employee is the least senior person in the pay range, he/she shall be placed in the position held by the least senior employee in each successively lower pay range. If the affected clerical employee does not have sufficient seniority to bump into any lower pay ranges, his/her name shall be placed on the re-employment list for the pay range from which he/she was promoted and upon the re- employment list of all lower pay ranges.
C. ***Rights Upon Discharge/Demotion (Administrative).*** The Supervisor may, during the probationary period, discharge or demote an administrative employee for any cause, as the Supervisor shall see fit. Any administrative probationer rejected on probation shall be considered permanently separated from employment with the School District.

Section 4.10 – Layoff (Clerical) - When it becomes necessary through lack of funds or for other cause, for which the employee is not at fault, to reduce the number of employees; temporary, provisional, and substitute employees shall be the first to be laid off. Then decreasing the number of employees shall be accomplished first by the employee in the affected position shall be permitted to bump the least senior employee in the same class. Thereafter, that employee

may bump the least senior employee in the next occupied lower pay range. The bumping employee must have greater seniority and be qualified based on the minimum qualifications and is capable of satisfactorily performing the essential requirements of the position. Recall from layoff shall be in the reverse order of layoff.

Section 4.11 – 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 any member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

Section 4.12 – Out Of Title Assignment) - When an employee is assigned additional duties from a higher classification within the bargaining unit for twenty (20) consecutive days or more during the year, the employee will be compensated at the higher classification rate on the twenty first (21st) day. Additional duties extending beyond six (6) months from assignment will be subject to the reclassification process outlined in Article IV, Section 4.8.

ARTICLE V

Insurance

Section 5.1 – Hospital And Medical Insurance - The School District shall make available to each employee within this bargaining unit the same group insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of costs for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

Section 5.2 – Disability Income Insurance - The School District will pay the cost of long-term disability insurance with coverage of two-thirds (2/3) of pay for administrators and for clerical employees and with the same limitation, eligibility requirements and qualifying requirements as are detailed in present insurance coverage.

Section 5.3 – Group Term Life Insurance - The School District shall provide basic life insurance of fifty thousand dollars ($50,000.00) for each employee along with the AD & D benefits. Optional supplemental life insurance in units of ten thousand dollars ($10,000.00) up to a maximum of one-hundred thousand dollars ($100,000.00) and dependent life insurance will be offered at a cost to the employee provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those employees, whether within or without the bargaining unit, who would be eligible for the group life insurance presently in effect in the School District.

Section 5.4 – Dental Insurance - The School District shall make available to each employee within this bargaining unit the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

Section 5.5 – Election of Benefit Options - Election of options may only be selected within the first thirty (30) days of employment or during the annual open enrollment period.

Section 5.6 – Insurance Benefits For Early Retirees - Employees meeting the eligibility requirements of Minnesota Statute §471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute §471.61, subd. 2b.

Section 5.7 - All employees under this Agreement must work .60 FTE (24 hours) or more per week to qualify for any insurance benefits.

Section 5.8 - 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, inclusive, such benefits shall, on the same basis and in the same manner be increased, 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, 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 travel as follows:

1. ***In-District Travel*** - At a mileage rate as determined by School Board Policy #3136R.
2. ***Out-of-District Travel*** - Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy #3136R.

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 designee. Reimbursement for out-of-district travel shall not be permitted to meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of the employees or the role of the exclusive representative of members in the meeting and negotiation process.

ARTICLE VII

Leaves Of Absence

Section 7.1 – Leaves Of Absence Without Pay

A. Leaves of absence without pay shall be granted upon written application to the Superintendent or his/her designee for the following reasons:
   1. Military leaves of absence shall be granted to any administrator 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 employee requests, parental leave shall be granted to the end of the fiscal year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Superintendent or his/her designee at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

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

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

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

B. Upon termination of his/her leave of absence and return to the school system, the employee shall be placed at the same salary 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 of less than ninety (90) working days in any school year;
   3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries.

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

D. Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act. Leaves without pay for more than thirty (30) days will not receive accrual credit on employee's seniority date, class date and longevity date.

Section 7.2 – Personal Leave Day - For employees who have no more than two (2) weeks vacation, one (1) non-cumulative personal leave day each **year** may be used for the purpose of attending personal matters, not involving

union matters, and are not authorized in other leave provisions, is provided under the following guidelines:

1. A written request shall be submitted to the Superintendent or his/her designee 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 administrator will assume the responsibility in such an emergency of notifying the Superintendent or his/her designee or immediate supervisor at the earliest possible time.
3. Requests for other incidents involving special obligations, which cannot be scheduled on non-duty days, may be allowed by the Superintendent or his/her designee.

Section 7.3 – Leaves Of Absence With Pay

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

B. ***Professional Leave*** - Administrators may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designee. 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. Sick leave shall be accumulated at the rate of thirteen (13) days per year.
   2. ***Cumulative Plan*** - Unused sick leave shall accumulate to a maximum of two-hundred twenty three (223) days.
   3. 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.
   4. ***Sick Leave Bank*** - A committee of three (3) members, two (2) appointed by the Unit and one (1) appointed by the Superintendent shall establish and govern a sick leave bank.

D. ***Death In Family Leave***
   1. Up to five (5) days shall be granted in case of death within the immediate family of an employee as defined hereafter, but the employee may request and be granted two (2) additional days. All approved leave will be with full pay.
   2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
   3. Definition of ***"family"*** under death in family allowance shall constitute members of the immediate family of an employee or spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew. 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.
   4. Days of absence for death in family leave shall be charged against accumulated sick leave of the employee.

E. ***Jury Duty***
   1. When an employee is selected for jury duty, the Supervisor will be notified and that employee may choose to make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
   2. The administrator 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*** - An employee who is injured in the course of carrying out duties and responsibilities, as an employee of the School District shall be granted leave without loss of pay for a period not to exceed five (5) days. Leave granted due to injury shall not be deducted from the administrator's accumulated sick leave.

   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 administrator's accumulated sick leave.

G. ***Family Leave***
   1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.
   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, 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. A ***"registered domestic partner"*** shall mean an individual who has been registered through their County of residence as a domestic partner of an employee of the District.
   3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

Section 7.4 – Reinstatement: Should a position be vacated for any of the leaves under section 7.1 or section 7.2, 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 School District of the administrator on leave. This position shall also apply to leaves with pay.

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ARTICLE VIII

Health Care Savings Plan (HCSP)

A. To be eligible to receive contributions to the Health Care Savings Plan (HCSP), an employee must be must have ten (10) years of total service to the School District and immediately eligible for a Minnesota pension plan at time of retirement from the School District..
B. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extracurricular, extended employment or other additional compensation.
C. Determination of the HCSP:

CLERICAL:

1. The Benefit Payment for the First 50 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 50) times the daily rate of pay. In no event shall the days exceed fifty 50.
2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 - 6 below.
3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
4. The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in Section 3 above. This calculation shall be referred to as Sub-Total of Days.
5. Total Days shall be the calculation of Sub-Total of Days times 110%.Total Credit Days shall be Total Days minus the first 50 days of current and accumulated sick leave days.
6. The dollar amount for unused sick leave beyond fifty (50) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #5 by the employee's daily rate of pay (DRP) less the 3.5% discount amount.
7. Payment to the HCSP shall be the Benefit Payment for the First 50 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.
8. The amount contributed to the employee's HCSP shall be determined by the following calculation:

Benefit Payment for First 50 Days:

Current and Accumulated Sick Leave Days (up to a maximum of 50 days) X Employee's DRP
= Benefit for First 50 Days

Benefit Payment for Remaining Days:

Years of Service x 2.5 Multiplier
+ Unused and Accumulated Sick Leave Days (up to a maximum of 210)
= Sub-Total of Days X 110%
= Total Days
- Days From Benefit Payment for First Fifty (50) Days Calculation
= Total Credit Days Total Credit Days X DRP
- 3.5% Discount
= Benefit Payment for Remaining Days
+ Benefit Total for First 50 Days
= Total Payment to HCSP

ADMINISTRATIVE:

1. The Benefit Payment for the First 100 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 100 days) times the daily rate of pay. In no event shall the days exceed one hundred (100) days.
2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 – 7 below.
3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
4. The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in Section 3 above. This calculations shall be referred to as Sub-Total of Days.
5. Total Days shall be the calculation of Sub-Total of Days times 110%.
6. Total Credit Days shall be Total Days minus the first 100 days of current and accumulated sick leave days.
7. The dollar amount of unused sick leave beyond one hundred (100) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #6 by the

employee's DRP less the 3.5% discount amount.

8. Payment of the HCSP shall be the Benefit Payment for the First 100 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.
9. The amount contributed to the employee's HCSP shall be determined by the following calculation: 379

Benefit Payment for First 100 Days

Current and Accumulated Sick Leave Days (up to a maximum of 100 days) X Employee's DRP
= Benefit for First 100 Days

Benefit Payment for Remaining Days

Years of Service x 2.5 Multiplier
+ Unused and Accumulated Sick Leave Days (up to a maximum of 210)
= Sub Total of Days X 110%
= Total Days
- Days From Benefit Payment for First One Hundred (100) Days Calculation
= Total Credit Days X DRP
- 3.5% Discount
= Benefit Payment for Remaining Days
+ Benefit Total for First 100 Days
= Total Payment to HCSP

D. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
E. The employee must give written notice of termination of employment to the Superintendent or his/her designee three (3) months prior to termination, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent or his/her designee and may receive benefits under the HCSP.
F. The member and dependents may continue with the School District policy by paying the premiums in advance to the School District.
G. The Association will be granted access to a 403(b) match plan in accordance with the teacher's Agreement when such an agreement is reached.

ARTICLE IX

Payroll Deductions

The School District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the School District has agreed to deduct for other employee groups.

Association dues of an amount determined by the EEA unit shall be deducted on the first pay period of each month for each administrative and clerical employee. The pay frequency will be determined by the District.

ARTICLE X

Paydays

Section 10.1 – Paydays - All employees covered under this Agreement shall be paid every other Friday. Clerical employees will be paid two (2) weeks behind pay date.

Twice-monthly Pay Schedule: Commencing 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 employees 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 or credit unions, as the employee shall designate the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee.

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.

ARTICLE XI

Personnel Files

Section 11.1 - An employee shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Administrative Offices as provided for teachers 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 an employee shall be reviewed with the employee by the immediate supervisor prior to filing. The employee 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 that 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 employee so evaluated shall be informed.

Section 11.4 - Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall 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 - An employee 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 employee'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 XII

No Strike Clause

The Executive Employees 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 any employee covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage.

ARTICLE XIII

Four Day Week

In the event the School Board shall adopt a school calendar, which provides for a four (4) day week, which includes the members of this unit, members of this unit will adjust their annual work schedules accordingly without change in compensation.

ARTICLE XIV

Term Of Agreement

This Agreement shall be effective July 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2021 to June 30, 2023, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining Agreement is negotiated and executed between the parties or when bargaining rights are terminated by law for this bargaining unit.

Section 14.2 - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2020, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

Section 14.3 - 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 20th day of July.

Hourly Clerical Salary Schedule
2022-2023

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2022-2023	18.50	19.15	19.82	20.51	21.23	21.97
2	2022-2023	19.43	20.11	20.81	21.54	22.29	23.07
3	2022-2023	20.40	21.11	21.85	22.62	23.41	24.23
4	2022-2023	21.42	22.17	22.94	23.75	24.58	25.44

Executive Assistant to the Superintendent & School Board

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2022-2023	22.70	23.50	24.32	25.17	26.05	26.97

Longevity Award
Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

7-15	Years of Service	$ 800 Per Year
16-20	Years of Service	$1200 Per Year
21-25	Years of Service	$1800 Per Year
25+	Years of Service	$2200 Per Year

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence, except for military and maternity, leaves in excess of thirty (30) days shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service towards eligibility.

APPENDIX B
Hourly Clerical Salary Schedule
2021-2022

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2021-2022	18.10	18.49	18.97	19.63	19.99	21.22
2	2021-2022	18.93	19.33	19.75	20.53	20.97	22.18
3	2021-2022	19.99	20.48	21.02	21.67	22.08	23.52
4	2021-2022	21.33	21.87	22.39	23.22	23.67	25.15

Executive Assistant to the Superintendent & School Board

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2021-2022	22.59	23.03	23.74	24.60	25.08	26.65

Longevity Award (Clerical Only)
Those employees who have been employed full time for more than ten (10) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

10-15	Years of Service	$20 Per Month
16-20	Years of Service	$45 Per Month
21+-	Years of Service	$100 Per Month

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence, except for military and maternity, leaves in excess of thirty (30) days shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service towards eligibility.

APPENDIX A
Weekly Administrative Salary Schedule
2022-2023

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2022-2023	1058	1106	1154	1209	1263	1340
	Business Services Coordinator/Exec. Asst to CFO						
2	2022-2023	1116	1167	1219	1275	1332	1392
	HRIS Specialist, System Specialist/Application Analyst						
3	2022-2023	1178	1231	1287	1345	1405	1469
	Benefits Coordinator, Database Specialist, HRIS Supervisor						
4	2022-2023	1243	1299	1358	1419	1483	1549
5	2022-2023	1311	1370	1431	1496	1563	1633
6	2022-2023	1383	1445	1510	1578	1649	1723
7	2022-2023	1466	1533	1602	1674	1749	1828
	Human Resources Manager, Supervisor of Food Service						
8	2022-2023	1554	1624	1697	1774	1854	1937
	Transportation Manager, Network Administrator						
9	2022-2023	1647	1721	1799	1879	1964	2053
	Sr. Human Resources Manager, Technology Manager						
10	2022-2023	1746	1824	1906	1993	2083	2177
	Finance Manager, Manager of Facilities						

Longevity Award
Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

7-15	Years of Service	$ 800 Per Year
16-20	Years of Service	$1200 Per Year
21-25	Years of Service	$1800 Per Year
25+	Years of Service	$2200 Per Year

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence, except for military and maternity, leaves in excess of thirty (30) days shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service towards eligibility.

APPENDIX A
Weekly Administrative Salary Schedule
2021-2022

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2021-2022	1010	1055	1101	1154	1206	1279
	HRIS Specialist, System Specialist/App Analyst, Business Svcs Coordinator/Exec. Asst to CFO						
2	2021-2022	1112	1170	1224	1279	1337	1408
	Benefits Coordinator, Database Specialist, HRIS Supervisor						
3	2021-2022	1172	1230	1289	1351	1405	1482
4	2021-2022	1270	1330	1392	1453	1514	1596
5	2021-2022	1372	1410	1474	1535	1606	1684
	Human Resources Manager, Supervisor of Food Service						
6	2021-2022	1453	1525	1603	1669	1744	1833
	Transportation Manager, Network Administrator						
7	2021-2022	1554	1625	1705	1834	1845	1935
	Sr. Human Resources Manager, Technology Manager						
8	2021-2022	1610	1687	1771	1847	1918	2021
9	2021-2022	1667	1751	1837	1918	2004	2102
	Finance Manager, Manager of Facilities						

EXECUTIVE EMPLOYEES ASSOCIATION

By: Brett Merring

By: Mikilia Caldwell
Negotiations Co-Chairperson

By:
Negotiations Co-Chairperson

INDEPENDENT SCHOOL DISTRICT 709

By: Jim Loftus President
Chairperson, School Board

By: Alanna Oswald
Clerk, School Board

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH, MINNESOTA

and

EDUCATION MINNESOTA DULUTH-CLERICAL LOCAL 692- A
DULUTH, MINNESOTA

EFFECTIVE DATES

July 1, 2021

to

June 30, 2023

AGREEMENT BY AND BETWEEN

EDUCATION MINNESOTA DULUTH-CLERICAL LOCAL 692-A
DULUTH, MINNESOTA

&

INDEPENDENT SCHOOL DISTRICT NO. 709
ST. LOUIS COUNTY, MINNESOTA

THIS AGREEMENT, entered into, by and between Education Minnesota-Duluth Clerical Local 692-A, Duluth, Minnesota, hereinafter referred to as ***"Union"***, and Independent School District No. 709, Duluth, St. Louis County, Minnesota, a public corporation, hereinafter referred to as ***"School District"***, and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

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

ARTICLE I

Recognition

The School District formally recognizes Education Minnesota Duluth-Clerical Local 692-A, Duluth, Minnesota, as the exclusive bargaining agent for all clerical and including those on approved leave of absence of Independent School District No. 709 who are within the positions and levels included in Exhibit A and who work (a) more than fourteen (14) hours per week or 35% of the normal workweek, whichever is less or (b) more than sixty-seven (67) workdays per year, excluding managerial/supervisory, confidential and all other employees according to PELRA 179A.03. The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person except as required by law.

ARTICLE II

Matters Not Covered

This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. The parties, if mutually agreed, shall have the right to negotiate during the term of this Agreement, any subject matter which may not have been in the knowledge of contemplation of the parties at the time this Agreement was reached.

ARTICLE III

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 this Agreement shall continue in effect.

ARTICLE IV

Board And Employee Rights

A. ***Board Rights*** – It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the

terms of this Agreement or by applicable federal and state law. Nothing herein shall be interpreted, however, to prohibit the District from exercising its inherent management rights to create, revise and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons.

B. Employee Rights

1. Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon written request. Employees shall have access within three (3) business days of said request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.
2. An employee shall receive a copy of any deficiency notice placed in their personnel file.
3. The School District may destroy the files as provided by law.
4. After completing the probationary period, employees shall be subject to discipline up to and including termination for just cause. Such discipline or termination shall be subject to the grievance procedure.

ARTICLE V

Grievance Procedure And Arbitration

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

A. ***Definitions***

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

B. ***Representation Right***

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

C. ***Procedure***

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

   The grievance shall be presented in writing to his/her building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section. A copy of the grievance shall also be sent to the Human Resource Manager.
   The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and his/her designated representative. A decision in writing by the Principal or Supervisor shall be rendered within five (5) days of the hearing and communicated to

the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her. 390

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

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

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

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

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

E. ***Miscellaneous Provision***

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, it's employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.
2. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
3. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.

4. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
5. 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.
6. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
8. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
9. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
    a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
    b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
    c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
10. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE VI

Salary Schedule

The salary schedule for clerical employees covered by this Agreement is attached hereto as Exhibit "A".

ARTICLE VII

Vacations

Clerical employees shall receive a lump sum accrual on an annual basis beginning July 1 each year. All vacation an employee earns on July 1 must be taken and used by the employee within the following eighteen (18) consecutive months The lump sum accrual will be made in accordance with the schedule and provisions stated below. Employees working less than the regularly scheduled work week who work half time or more shall receive prorated vacation based upon the number of hours such employee is regularly scheduled to work.

Scheduled Weeks	0 – 6 Yrs	6+ - 14 Yrs	14+ - 20	20+
38-40	3 days	4 days	5 days	6 days
41-42	4 days	5 days	6 days	7 days
43-44	5 days	6 days	7 days	8 days
45-48	6 days	7 days	8 days	9 days
49-52	10 days	15 days	20 days	25 days

Extended year contract weeks or temporary contract extensions (same position/same program) will be calculated in the total weeks worked for the year accruing vacation.

Employees working in positions calling for a fifty-two (52) week work year may, with prior approval from Human Resources, can carry over up to 80 hours of vacation to be used in the following year by December 31. Request to accumulate vacation must be made in writing prior to December 15th of the calendar year immediately preceding the calendar year in which the vacation time will be used.
Upon ratification, the value of any vacation accrual changes for contract year 2021-2022, will be paid out to each employee accordingly.

Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the District.

ARTICLE VIII

Leaves Of Absence

A. *Earned Leaves Of Absence With Pay*

1. *Definitions and Procedures*

a. 1) Earned leave time may be used by the employee to provide for pay continuation for periods of time when the employee has been released from work by prior authorization for limited specific purposes described in more detail in this section and which are generally referred to as sick leave, family leave and personal leave.

2) Sick Leave is hereby defined to mean the absence of an employee due to his/her own illness, injury, exposure to a contagious disease, or scheduled medical or dentist examinations and treatments.

3) Family Leave is hereby defined to mean the absence of an employee for the purpose of attendance upon a member of the employee's immediate family requiring the care or attendance of such employee, or death in the immediate family of the employee or spouse's immediate family.

4) Personal Leave Day is hereby defined to mean the absence of an employee to attend to personal matters which cannot be scheduled and/or attended to during non-duty hours.

b. Employees holding a position in the shall accrue earned leave time at the rate of .06155 hours for each hour on District paid status, excluding overtime hours with a maximum of one and one-half (1 ½) days of earned leave time for each full month worked. This earned leave time may not be used during the first 90 days of active employment with the School District. Unused earned leave time may be accumulated to a maximum of two-hundred twenty-eight (228) days. The School District shall not maintain a "buffer" above the two hundred twenty-eight (228) days.

c. Whether taken as Sick Leave, or Family Leave, or as a Personal Leave Day all earned leave taken by an employee will be charged to his/her accumulated earned sick leave time.

d. To obtain approval for use of earned leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precludes prior notice and approval. The employee must obtain prior approval to use a Personal Leave Day.

e. A former employee in the unit who has been rehired within thirty (30) days after resignation, shall have his/her previously accumulated and unused earned leave reinstated and placed to his/her credit.

f. An employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on a leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the appointing authority an affirmation of his/her fitness to perform the duties of his/her position. At the discretion of the School District the employee may be required to present a certificate of his/her physical fitness signed by a doctor who shall be chosen and compensated by the School Board.

2. ***Sick Leave***
   a. If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it may be necessary for him/her to file a certificate of illness from a physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner. For pandemic related absences follow district guidelines and pandemic leave will not require a physician's note to return to work.
   b. If the School District suspects an employee is abusing sick leave privileges, the employee shall be advised that because of his/her questionable sick leave record a medical certificate may be required for any subsequent sick leave; and that failure to furnish a requested medical certificate shall preclude the employee from using sick leave for such an absence.
   c. No employee shall be granted sick leave for any injury or illness resulting from any gainful employment on any job other than his/her regular School Board employment, unless he/she was officially assigned to that employment as a special duty.
3. ***Family Leave***
   a. ***Death in the Family:***
      1) Up to five (5) days shall be granted in case of death within the immediate family of an employee or spouse as defined herein, but the employee may request and be granted two (2) additional days. ***"Family"*** shall constitute members of the immediate family which for the purposes of this Section (a) shall include spouse, father, mother, brother, sister, child (biological, step or adopted), grandparent, grandchild, in-laws, aunts, uncles, and nieces/nephews and registered domestic partners. This shall also apply to foster relationships of the above listed categories. A ***"registered domestic partner"*** shall mean an individual who has been registered through their county of residence.
      2) An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel in connection with legal or business matters involving the estate or burial of the deceased.
   b. ***Illness/Injury in the Family:***
      1) Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee. Such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the notification of the immediate supervisor of the clerical.
      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 adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. 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, clerical who work over 14 or more hours per week may use more than twenty (20) days sick leave for absences due to an illness or injury of the clerical's dependent child in accordance with Minnesota Statute §181.9413 (2013).
4. ***Personal Leave Day*** - Two (2) non-accumulative personal leave days per school year may be used by persons in this unit. Each party agrees that it is the intention of the parties that the allowed hours per personal leave day is equal to the assigned number of hours per day.
5. ***Professional Leave*** – Employees may be excused for professional reasons without loss of pay, provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to conferences, workshops, conventions, task force membership and committee membership related to education appointed by local, state and/or federal government.
6. ***Union Leave***- The employer shall grant leaves of absences to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the department. Not more than two (2) union members who shall be determined by the local union shall be entitled to attend for no more than two (2) days in

any calendar year without loss of pay from the School District a duly called labor convention to which the local union is entitled to send members or delegates. Additional members may attend if mutually agreed upon by the member's site supervisor. Meetings between representatives of the union and the employer will e scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties. Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employee will grant a leave of absence without loss of pay or other entitlement. Where such leave is granted, the employer will replace the employee as necessary. This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the district. To facilitate the administration of this provision, the union will ensure that the employer is advised of any eligible leaves to be taken. The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of leave to be taken. The union agrees to reimburse the District for any wages and benefits paid under this Article, and the Union member taking such leave will be made whole.

B. Leave Of Absence Without Pay

1. Special Leave of Absence

a. Any employee holding a position in the unit who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the District, or desires to secure leave from his/her regular duties, may, on written request approved by the School Board, be granted Special Leave of Absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.

b. Special Leave to be in writing. Any employee asking for Special Leave without pay shall submit, on forms prescribed by the School District, his/her request for Special Leave stating the reasons the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.

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

If during Parental Leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on Parental Leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on Parental Leave.

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

The employee and District by mutual agreement entered into prior to or during the leave of absence, with approval of the School Board, may extend the period of parental leave for an additional six (6) months. Such extension may only be approved on the basis of a condition (2) as defined in Section B, 4(b) of this Article, except that the extension may be approved based on condition (1) of Section B, 4(b) if the School Board expressly approves application of condition (1) at the time the Board approves the extension.

3. Special Leave of Absence (Military) - Military Leave of Absence shall be granted as required by law.

4. Approval for Special Leaves of Absence

a. For each separate case of Special Leave without pay, the School Board shall at the time it approves the leave determine whether the employee granted such leave shall be entitled to

his/her former position upon returning from such leave or whether his/her name shall be placed on the reemployment list for the level. Employees are normally reinstated to their original position where the leave is mandated by state statute. 395

b. Leaves of absence may be approved, as provided in 4(a) above, only under one (1) of the following two (2) conditions:
   (1) Condition ***"A"*** leave entitles an employee to be reinstated to his/her former position or to a position comparably classified upon completion of the leave.
   (2) Condition ***"B"*** leave entitles an employee to be reinstated upon completion of the leave to a vacant position (provided conditions of Article VII are first met) comparably classified consistent with his/her seniority rights or if no such vacancy exists, his/her name shall be placed on the reemployment list for that level.

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

ARTICLE IX

Vacancies

A. **Posting:** A vacancy shall be posted on the School District's website, In addition, Human Resources will notify employees on a weekly basis of all new job postings via email. Employees on lay-off status will be notified of vacancies by the Human Resources Department via mail or phone call. The posting shall be for seven (7) calendar days. Employees must apply by completing an online application for such vacancies and submit the application to the Human Resources Department by the closing date.

B. **Eligibility:** All current clerical employees, including those on the layoff list, making application must meet the minimum requirements, as set forth in the posting, of the position to be considered. Minimum requirements shall be defined as passage of a mutually agreed upon test. The mutually agreed upon test may be taken by the applicant prior to or during the posting period. Clerical employees in the clerical unit on December 1, 2017, shall be exempt from taking and passing the test for his/her current classification and classifications at a lower level. The three (3) most senior qualified applicants will be interviewed.

C. **Initial Consideration:** When three (3) candidates have been selected, the posting shall be closed and the supervisor involved shall make a selection through the interview process. The vacancy will be filled by the candidate who in the opinion of the District best meets the vacancy requirements.

D. **Probationary Period:** Employees shall reserve the right to apply for any vacancy as an internal candidate regardless of probationary status in his/her current position.

E. **External Considerations:** The vacancy may be filled by a candidate external to the unit if less than three (3) internal candidates apply. The District may consider external candidates to bring the total number of candidates to interview to three (3). The supervisor involved shall then make a selection through the interview process. In the event no qualified internal candidates apply, the District may consider any external applicants that are qualified. Minimum requirements for external candidate(s) may be defined as passage of a mutually agreed upon test. The mutually agreed upon test may be taken by the applicant prior to or during the posting period.

F. **New Employees:** Under this agreement a new employee is defined as all external candidate applying for positions within this bargaining unit and current district employee from outside of this bargaining unit.

ARTICLE X

Reclassification

A. Placement on the salary schedule for positions in the unit subject to reclassification will be determined by the job level into which the position falls pursuant to the timelines and methodology outlined in Addendum A.
B. In order for a position to be re-evaluated, the position must have incurred a significant increase in job duties and responsibilities, which would warrant an upgrade of one or more pay levels.
C. Positions which have been reclassified shall not be subject to the re-bidding process.
D. Persons in the unit who believe that their position warrants upgrading in classification due to increases in job responsibilities shall adhere to the following procedures:
   1. ***Level I*** - Consistent with the timelines set forth in the grievance procedures of the current collective bargaining agreement, a person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request detailing specific details, data, etc. for such consideration to the Level I Review Committee including unit members appointed by the Union, the supervisor of the member requesting reclassification, as well as a District-designated resource person. This committee shall interview the member requesting reclassification, review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.
   2. ***Level II*** - The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The Human Resources Department designee shall have ten (10) working days to reach a decision; however, if agreement cannot be reached regarding a proper placement within the ten (10) days, the affected employee may appeal the Human Resources Department designee's written decision to Level III within ten (10) working days following receipt of the Human Resources Department designee's decision, with copies to be sent to the Union and the employee who submitted the request.
   3. ***Level III*** - If agreement cannot be reached at Level II, a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the Union and a third member selected by agreement between the above two (2) representatives. If agreement cannot be reached, the Chairperson of the School Board shall choose the third member to this committee. The committee shall convene and render a decision regarding the appeal, with copies to be sent to the Union and the employee who submitted the request, within twenty (20) working days following receipt of appeal from Level II. The Union, the Level I Review Committee Chairperson and the Human Resources Department designee shall present evidence directly to the committee for consideration. The decision of the Level III committee shall be final and binding upon all parties subject to School Board approval. However, should the School Board deny the reclassification, it may do so only on the basis of removing those duties found to qualify the position in question for reclassification.
   4. In the event the administration believes a position should be reclassified, the Human Resources Department designee shall notify the Union in writing of such request and a Level I determination shall be made of same. It is agreed that the same standard to demonstrate ***"significant increases"*** as referred to in Paragraph B above shall also apply to the District when proposing increases or decreases in level during the interim period of any contract. If agreement cannot be reached at Level I, an appeal may be made directly to the Level III committee by the Human Resources Department designee. The Level III decision, with copies to be sent to the Union and the employee whose position is the subject of the request, shall be final and binding on all parties subject to School Board approval under the provisions of Paragraph D, 3. It is intended that the School Board shall not become a forum whereby appeals from the Level III decision shall be made.
   5. The School District shall notify the Union and affected employee at least thirty (30) working days before requesting a reclassification of any bargaining unit position providing the Union with full explanation as to the basis and nature of the changes in job duties.

ARTICLE XI

Placement On The Salary Schedule

A. **New Hire:** New employees shall be hired at Step 1 in the appropriate pay level. One (1) step increase for new employees shall be granted at the beginning of the next pay period following the completion of their probationary period. Thereafter, the employee shall advance one (1) step each July 1.

B. ***Promotion.*** When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion and shall remain at that step until the beginning of the next pay period following completion of six (6) months service or the probationary period in the position, whichever is later. He/she shall advance one (1) step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.

C. ***Reclassifications.***
When an employee is reclassified to a higher position, his/her salary shall be increased to that salary in the new pay range in the same step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.
When an employee is reclassified to a lower level, their salary shall be redlined until such time as:
1. The salaries of the other employees at the level meet or exceed the demoted employee's salary.
2. The employee voluntarily applies for and accepts a new position, in which case the individual is agreeing to the salary of the new position.
3. The District eliminates the position, in which case the individual would bump following the process in Article X. The employee's salary shall remain redlined since they changed positions through no fault of their own.

D. ***Out-Of-Class Pay.***
When an employee is assigned additional duties from a higher classification for twenty (20) consecutive days or more, the employee will be compensated a negotiated hourly increase as determined by Human Resources management and the Union on the twenty-first (21st) day.

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ARTICLE XII

Displacement/Bumping/Layoff/Recall Procedure

A. **Displacement.**
Reductions: The District may reduce the hours and/or weeks of assignment when it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of employees in a given job title. Newly hired probationary and substitute employees in the job title shall be the first to be laid off and shall have no bumping or recall rights.

For eligible employees the assignment/bumping procedure in Article X, B shall be followed when any of the following occurs:
1. The District implements a reduction in total hours per year of more than four (4) hours per week of an employee's current position.
   a. The District may not reduce the appointment more than four (4) hours per week within a twenty-four (24) month period.
   b. The reduction calculation will be based on the appointment at the beginning of the twenty-four (24) month period.
   c. Reductions from temporary increases of one (1) year or less will not be counted towards the four (4) hours.
2. The District implements a continuing reduction of an employee's work year by more than two (2) weeks within a twenty-four (24) month period.
   a. The District may not reduce the appointment more than two (2) weeks within a twenty-four (24) month period.
   b. The reduction calculation will be based on the appointment at the beginning of the twenty-four (24) month period.
   c. Reductions from temporary increases (e.g. extensions or additional summer assignments) will not be counted toward the two (2) weeks.
3. The District implements a continuing reduction of an employee's assignment to below benefit eligible.

The employee whose position is eliminated or reduced shall have the option of remaining in his/her current position or being assigned to a position following the process in Article X, B: Assignment/Bumping.

Increases: The District may increase the hours and/or weeks of an assignment. When an assignment is increased in hours and/or weeks, the employee holding the position will remain in the position.

B. **Assignment/Bumping:**

1. Seniority will be based upon District date of hire in the clerical unit.
2. The incumbent shall be assigned to a new position under the procedures that follow:

   An employee whose position is eliminated or reduced shall be assigned to an open position in the same pay level; the assignment takes precedence over filling the vacancy. The incumbent is not required to accept a position with fewer hours or weeks than the position they are currently holding.

   If more than one (1) employee is affected, the most senior employee will be given the first choice of positions available.
3. If no such position is open, then the employee shall bump the least senior employee in the same pay level. The incumbent is not required to accept a position with fewer hours and/or weeks than the position they are currently holding. If more than one (1) employee is affected, the most senior employee will be given first choice of positions available. If no such position exists, then the employee shall bump into successively lower pay levels using the same criteria as above until an assignment is made.

4. Only one ***"bump"*** shall be allowed for each instance of layoff. Thereafter, problems arising relative to ***"bumping"*** and probation shall be governed by the terms outlined in Article XII, Probation. Pay level herein refers to the pay levels in Exhibit A notwithstanding that there may be different steps of pay within the pay level. An employee ***"bumped"*** out of a position shall be assigned to a vacant position in his/her same level. The employee may elect another position only if the vacant position offered has fewer hours and/or weeks than his/her formerly held position. An employee ***"bumping"*** into a lower level position shall remain at the same step in the pay plan. An employee assigned or electing to ***"bump"*** into a different position will be on probation for the first three (3) months. Immediately upon entrance into a new classification, an employee's seniority shall be dovetailed into such classification according to his/her District-wide seniority standing. The employee shall retain recall rights to his/her former position for a three (3) month period following a ***"bump".*** A Union Representative may be present, at the request of the employee, when the District meets with an employee to notify that employee of ***"bumping"*** options.

   Provided, that where it is determined that two (2) or more persons in the level in which layoff or reductions to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined by first, the employee with the earlier birth month; second, the employee with the earliest birthday in that month. January 1st shall be considered the starting month when determining seniority.

C. **Layoff:**

1. If no assignment is made as described above, the employee shall be laid off. The employee shall retain his/her seniority while on layoff list. Seniority shall be adjusted based on length of time on the lay-off list once the employee is recalled to work.
2. After a period of two (2) years the employee's name shall be removed from the layoff list. The person will be notified of such action unless the period is extended by the School Board.

D. **Recall from Layoff List:**

1. When a position becomes available, the assignment shall follow the process in Article VI – Vacancies.
2. Persons on the layoff list must accept, if offered, a benefit eligible position in the same or higher level as held at the time of lay-off. If such a position is declined, the person on the layoff list shall forfeit his/her recall rights.

ARTICLE XIII

Probation

A. Upon being initially employed with the District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. An employee either newly hired, promoted or transferred will have a written review at 90 days. Persons laid off or demoted without fault on their part who have completed the probationary period and who are reassigned to a position in the same class from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are assigned to a position in the same class from which he/she was laid off or demoted, will be credited for the probationary time already served in the new appointment.

B. The Supervisor may, during the probationary period, discharge or demote an employee for any cause, as the Supervisor shall see fit. Any probationer rejected on probation shall be considered permanently separated from the position he/she has held, provided that an employee promoted and then rejected during the probation period shall have the right to assume the position from which he/she was promoted, if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, he/she shall be placed in the position in the same class held by the least senior person. If the affected employee is the least senior person in the class, he/she shall be placed in the position held by the least senior employee in each successively lower class in which he/she has previously completed a probationary period. If the affected employee does not have sufficient seniority to bump into any lower classes, his/her name shall be placed on the reemployment list for the class from which he/she was promoted and upon the reemployment list of all lower classes in the same series in which he/she has previously completed a probationary period.

ARTICLE XIV

Seniority And Longevity

A. Seniority

1. Seniority shall be determined by an employee's length of service in the clerical unit.
   Note: Seniority is subject to the conditions of Article XII on probation.
2. Time spent on paid Sick Leave shall count toward seniority. Time spent on Special Leaves over thirty (30) days, except Military and Maternity, shall not be counted.
3. A seniority list shall be maintained and brought up to date as of November 1 of each year with copies available at each work site and the DFT office. Employees shall have fifteen (15) working days thereafter to raise challenges to their seniority rating. Any employee failing to challenge his/her seniority as shown on such list within the fifteen (15) working day period thereafter shall be considered to have confirmed his/her seniority as listed. An updated seniority list will be available to the union representatives monthly.
4. ***Definitions***
   (a) Level means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the level, that the same requirements as to education, experience capacity, knowledge, proficiency, ability and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

B. Longevity Award

1. Those employees who have been employed full time (38 weeks or more per year) for more than eight (8) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

Full Time	Per Month
8 – 15 years	$600 per year
16 – 20 years	$1000 per year
21-25 years	$1400 per year
25+ years	$1800 per year

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence, except for military service in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year but working the full school year shall be considered to have completed a full year of continuous service towards eligibility for longevity award. 400

2. Employees who work part-time (but at least 1/2 time) and who qualify for longevity, as provided above, will receive longevity on a pro-rata basis except where an employee goes from part time to full time, the employee must work in a full time capacity for more than five (5) years in order to qualify for the full time longevity payment but until so qualified, he/she shall continue to receive the pro-rata based longevity.

ARTICLE XV

Holidays

A. All employees under this Agreement whose contract extends over the following dates are entitled to be paid for the workdays immediately preceding and immediately following such holidays, shall receive the following as paid holidays:

New Year's Day, January 1
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Convention Day in October
Thanksgiving Day, the fourth Thursday in November
The day after Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25

Hourly people working fourteen (14) hours or more a week will be eligible for a paid holiday. Pay for holidays will be based on their normal work hours. Employees requested/required to report to work on a paid holiday will receive one and ½ times their regular pay for the number of hours they work and will receive equal number of hours in paid time off to use at a later date of their choosing.
Except that if Convention Day falls on a day when school is in session, such day shall not be a paid holiday and the employees shall receive a paid ***"floating"*** holiday in lieu thereof, the date of said ***"floating"*** holiday to be chosen by the majority of the employees with the approval of the Superintendent of Schools. Said ***"floating"*** holiday shall not occur on a day when school is in session and all employees shall be required to take the same ***"floating"*** holiday. If for emergency reasons or any other reason requiring the conducting of schools on Presidents' Day, such day shall not be a holiday and employees shall receive an extra day of vacation in lieu thereof. Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

ARTICLE XVI

Insurance

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

The School District will pay the cost of a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall

provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year. 401

B. All employees under this Agreement must work one-half (1/2) time or more per week to qualify for insurance benefits. The FTE will be .600 (24 hours).

ARTICLE XVII

Scheduling

The normal workweek for full-time employees shall be forty (40) hours per week. Employees under this Agreement required to work for the School District in excess of forty (40) hours per week shall be paid time and one-half their regular hourly rate for all hours paid in excess of forty (40) hours per week. If an employee is required to work on Sunday or on a holiday, they shall be paid double their regular hourly rate.

Break Times:

1. Each clerical employee has the choice to take one fifteen (15) minute break for each four (4) hours of scheduled work time per day. Taking small breaks during the day to attend to personal business, not to exceed a total of fifteen (15) minutes per four (4) hours of scheduled work is also an option. The fifteen (15) minute break(s) may be added to a lunch break (if lunch break is scheduled), thereby extending the lunch break to a maximum of sixty (60) minutes. The option must be agreed to between the clerical employee and his/her supervisor.
2. Breaks should be arranged to accommodate the needs of the office and to promote good customer service and efficient operation of the office.

Contract Days and Work Schedule:

1. For clerical employees who less than 52 weeks, the contracted weeks worked will be agreed between the clerical and their immediate supervisor then submitted to Human Resources no later than September 1st of each school year.

ARTICLE XVIII

No Strike Clause

Education Minnesota Duluth-Clerical Local 692-A, Duluth, Minnesota, 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. The right of the employees not to cross a bona fide picket line is recognized by the District.

ARTICLE XIX

Validity Or Conformity To Law Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

ARTICLE XX

Retroactivity

Only employees who are actively employed by the School District on the date of this Agreement or who retired from School District employment during the term of this Agreement, shall be entitled to receive any additional benefits or payment for services performed prior to the date of this Agreement as a result of the terms of this Agreement. No employee who has resigned or had his/her employment terminated on or prior to the date of this Agreement or who is on an extended leave of absence without pay on the date of this

Agreement, shall be entitled to receive any additional benefits or payment for services performed prior to the date of this Agreement as a result of the terms of this Agreement.

ARTICLE XXI

Payroll And "Direct Deposit"

Employees within the bargaining unit shall be paid biweekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit union without charge to the
employee.

Twice-monthly Pay Schedule: Commencing 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 we be paid on the first business day prior to the 1 th 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.

ARTICLE XXII

School Closing

When schools are closed because of inclement weather, clerical employees shall not report to work and will be compensated for no more than 2 work days per school year. Additional inclement weather days closing, in the same school year, will be compensated through deduction from the employee's sick leave balance, vacation balance, or leave without pay at the employee's choice. Employees also have the option of reporting to work or working remotely if approved by their supervisor.

When schools are delayed by two (2) hours because of inclement weather, clerical employees may report up to two (2) hours later than their regularly scheduled reporting time and will be compensated at their regular rate of pay for those two (2) hours.

If individual schools/sites are closed because of an emergency, then clerical employees in the schools/sites closed shall be allowed to stay home and be paid.

ARTICLE XXIII

Health Care Savings Plan (HCSP)

1. ***Eligibility.*** The following employees shall be eligible for the benefits provided by this Article XXV. To be eligible to receive the Health Care Savings Plan benefits, a clerical employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. ***Maximum Days.*** The number of unused current and accumulated sick leave days (up to a maximum of two-hundred ten (210) days will be used to determine the contribution to the HCSP.
3. ***Service Credit.*** The employee shall be credited one (1) day for each year of service to the District.
4. ***Total Days.*** The total sum of maximum days and service credit will be multiplied by the employee's daily rate of pay (DRP) (excluding overtime) at the time separation.
5. ***Discount Calculation.*** The value of the total days will then be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
6. ***Participation in the District Health Plan.*** Retired employees will be allowed to participate in District Health plans at their own expense pursuant to applicable State and Federal laws.

ARTICLE XXIV

Bonding And Travel Expenses

Should the School District continue to require employees within the bargaining unit to handle money on behalf of the schools or School District and transport the same, the School District shall bond such employees and pay travel expenses.

ARTICLE XXV

Union Membership

1. Union Dues: Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union, the monthly Union dues of such employee and shall remit the dues to the union via an electronic transfer on the current pay period. This current list of union members will be verified and updated on a monthly cycle and confirmed with the union representatives. Union dues, will be determined by the union and communicated to the District by October 1 of the current year. Union Dues will be spread over eighteen (18) pay periods from during a mutually agreed upon time prior to October 1 of each year.

2. Union Representation:
   Representatives of the union shall have reasonable access to worksites and school facilities to, investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, union representatives ~~in~~ shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities

3. Access to Unit Member Lists
   By October 1 of each school year, the district shall provide in electronic form to the Union the names, addresses, work telephone numbers, work email address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a monthly basis of on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled with in five days.

4. Maintenance of Membership
   Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing. Upon receipt of authorization the bargaining unit will forward to the Human Resources Office the members names not less than two (2) weeks before the payday when it is to become effective. The district agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

   The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated on the authorization.

   When a bargaining unit member has so authorized a "Full Union Membership" dues deduction, such authorization cannot be canceled except during the drop period defined by Education Minnesota. Cancellation must be in writing, and forwarded to the Human Resource Office with in that week. The process for cancellation will be following by the guidelines established by Education Minnesota, first notifying the union and the union will notify Human Resources of such change.

ARTICLE XXVI

Energy Conservation Clause

In the event of energy shortage or severe weather, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s), in lieu thereof as the School Board, or its designated representative, shall determine, if

EXHIBIT A

EDUCATION MINNESOTA DULUTH-CLERICAL SALARY SCHEDULE

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICE SUPPORT SPECIALIST					
2021-2022	16.45	17.11	17.79	18.50	19.24
2022-2023	16.82	17.49	18.19	18.92	19.67
OFFICE SUPPORT SPECIALIST -INTERMEDIATE					
2021-2022	17.76	18.47	19.21	19.98	20.78
2022-2023	18.16	18.89	19.64	20.43	21.25
OFFICE SUPPORT SPECIALIST -SENIOR					
2021-2022	19.39	20.17	20.97	21.81	22.68
2022-2023	19.83	20.62	21.44	22.30	23.19
EXECUTIVE ASSISTANT					
2021-2022	21.55	22.41	23.31	24.24	25.21
2022-2023	22.03	22.91	23.83	24.79	25.78

MEMORANDUM OF UNDERSTANDING

Education Minnesota-Duluth Clerical local # 692-A ("Union") and Independent School District No. 709 ("District") agree to this Memorandum creating a labor management committee to address the issues of job descriptions, job classifications and job reclassification.

1. The Labor Management committee shall have up to four Union members. The Union shall appoint the union members to the committee.
2. The Labor Management committee shall have up to four District representatives. The District shall appoint the District members to the committee.
3. The committee will review and refine classification descriptions and criterion for the Clerical bargaining unit.
4. The committee will review and refine the reclassification process for the Clerical bargaining unit.
5. The committee can only make recommendations; the product of the committee must follow the same process of adoption as the collective bargaining agreement.
6. The product of the committee may be implemented before the end of the 2021-2023 CBA if agreeable to both the Union and the District.
7. If the District contracts services of a qualified consultant to update job descriptions and classifications based on pay equity standards this MOU shall be null and void.
8. The parties agree that the terms of this Agreement shall not be viewed as precedent, used as evidence of any past practice, used in any future discussions, or be cited in any arbitration or grievance proceeding, except to enforce the terms of this agreement itself.

The signatures below represent that the parties have read, understand, and agree to be bound by the terms of this Memorandum of Understanding.

Education Minnesota-Duluth Clerical #692-A

Dated: _____ By: _____

Dated: _____ By: _____

APPENDIX A

GRIEVANCE FORM

For Office Use Only

File No.:_____
Level I Hearing Date: _____
Hearing Officer: _____
Decision Date: _____
Appeal Date: _____
Level II Hearing Date: _____
Level II Appeal Date: _____

EDUCATION MINNESOTA DULUTH-CLERICAL
639 E. CENTRAL ENTRANCE
DULUTH, MN 55811
(218) 722-1735

CLERICAL

PURSUANT TO THE AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY, MINNESOTA, AND EDUCATION MINNESOTA DULUTH-CLERICAL 692-A.

NATURE AND DATE OF VIOLATION:

ARTICLE(S) ALLEGED TO HAVE BEEN VIOLATED, MISAPPLIED OR MISINTERPRETED INCLUDING BUT NOT LIMITED TO:

RELIEFT OR ACTION SOUGHT:

FILED AT LEVEL _____ OF GRIEVANCE PROCEDURE WITH _____
(Supervisor)

ON: _____ BY: _____
(Date) (Name)

_____
(Signature)

Please make 3 copies:
1. Immediate Supervisor
2. D.F.T. Office
3. Your Records

any. Employees in this unit shall only be paid for hours/days worked except as otherwise provided in Article V of this Agreement. 408

In the event of energy shortage or severe weather, the School District further reserves the right to modify the length of the workday, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total hours not more that the regular five (5) day week.

Prior to modifying the scheduled length of workday pursuant to Subd. 2 hereof or modifying the work year pursuant to Subd. 1, the School District shall afford the Union the opportunity to meet and confer on such matters.

In the event the School Board adopts a school calendar, which provides for a four (4) day week, members of this unit, if requested, will adjust their work schedules accordingly without change in compensation, benefits or weekly hours of employment.

ARTICLE XXVII

Professional Development

It is the intention of the parties that a reasonable amount of time be made available for clerical staff for the purpose of professional development. In addition to the mandatory professional development, clerical will have opportunity to receive eight (8) additional hours of professional development. This professional development could be obtained virtually through the current district learning platform, virtual professional development or through in person conference. Payment will be made via a submission through a professional leave application. Specific scheduling of these professional development opportunities for each individual would need to be done while recognizing the needs for office coverage in each work area. Training topics should be pertinent and timely. The preference of the District and the leadership of the Unit is to work together to mutually identify appropriate topics and subject areas.

ARTICLE XXVIII

Travel

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

1. ***In-District Travel*** – At a mileage rate as determined by School Board Policy #3136R.
2. ***Out-of-District Travel*** – Hotel and registrations at actual cost. Commercial transportation, when used at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy #3136R.

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 designee. Reimbursement for out-of-district travel shall not be permitted to meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of the employees or the role of the exclusive representative of members in the meeting and negotiation process.

ARTICLE XXIX

Term Of Agreement

This Agreement shall be effective July 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2021 to June 30, 2023, inclusive, except as otherwise provided herein. Not more than 120 days and not less than 90 days prior to the termination of this Agreement both parties shall present their proposals for changes in the Agreements and commence negotiations for a new Agreement.

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota. 409

Dated at Duluth, Minnesota, this 19th day in July, 2022.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chairperson of the School Board

By: _____
Clerk of the School Board

EDUCATION MINNESOTA DULUTH CLERICAL LOCAL 692-A

By: _____
President

By: _____
Representative/Negotiator

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 Education Minnesota Duluth Clerical Unit ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for employees employed in positions within the clerical 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 for 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 executive employees 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 the following criteria are met:

    a. Employees hired and employed on, prior to, or after June 30, 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.

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: _____

For _____
Education Minnesota Duluth Clerical Local 692-A

Dated: _____

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 19 2022
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Authorizing a Development Agreement With the City of Duluth Regarding Central on the Hill Property

WHEREAS, the School District is in the process of platting the Central on the Hill property and conducting site redevelopment activities on such property; and

WHEREAS, the City of Duluth Planning Commission approved the School District's proposed plat, subject to certain conditions, one of which requires the School District to enter into a Development Agreement with the City of Duluth, that provides that the School District construct certain road, public utilities, sidewalk and storm water improvements and demolish the existing Central High School building on the hill; and

WHEREAS, City officials and District Administration have negotiated such a Development Agreement, the form of which has been provided to the School Board (the "Development Agreement").

NOW, THEREFORE, Be It Resolved, the School Board of Independent School District No. 709 (Duluth) hereby approves the Development Agreement and authorizes the School Board Chair and the Clerk to execute the Development Agreement and all other documents required for implementing the terms and conditions of the Development Agreement.

DEVELOPMENT AGREEMENT

between

CITY OF DULUTH

and

INDEPENDENT SCHOOL DISTRICT NO. 709

Dated as of _____, 2022

DEVELOPMENT AGREEMENT

THIS AGREEMENT, effective as of the date of attestation hereof by the City Clerk, by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota ("City"), and Independent School District No. 709 (“Developer”).

RECITALS

WHEREAS, Developer proposed to replat and cause to be redeveloped approximately 80 acres of land located on multiple parcels at 800 East Central Entrance Duluth, Minnesota, with the complete legal description attached hereto as Exhibit A (the “Property”); and

WHEREAS, Developer applied to City for approval of a preliminary plat and a final plat to divide the Property into two development lots identified on the Plat of Central Overlook (Block 1, Lots 2, and 3 and Block 2, Lot 1 (the “Third Party Development Property”), and Block 1, Lot 1 (the “District Development Property”), as hereinafter defined; and

WHEREAS, Developer desires to conduct site redevelopment activities on the Property of the hereinafter-described Project: demolition of existing Central High School building, which is located on the Property and the construction of the hereinafter described Required Improvements, all in preparation of the Developer’s construction of two (2) large structures (transportation, district services center and renovation of an existing structure) (the “Project”); and

WHEREAS, Developer plans to sell the Third Party Development Property to an entity which may construct at a future date UDC compliant developments; and

WHEREAS, on November 9, 2021, the City Planning Commission approved the Plat subject to certain conditions, one of which required Developer to enter into a Development Agreement with City; and

WHEREAS, Developer has agreed to dedicate to the public for public use the drainage, utility, and right of way easements shown on the Plat, and to construct the Required Improvements as described in the hereinafter-referenced MOU; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves and their successors and assigns as follows:

AGREEMENT

1. Definitions. The following term and phrases shall have the meanings hereinafter ascribed to them:

A. Building: shall mean the existing Central High School building located on the Property.

B. Easements: shall mean easements as shown and legally described on the Plat.

C. District Development Property: means Block 1, Lot 1 as identified on the Plat of Central Overlook.

D. Lots: shall mean the lots as shown and legally described on the Plat.

E. Memorandum of Understanding or MOU: shall mean that Memorandum of Understanding entered into between the City's City Engineer and Developer for the construction and implementation of the Required Improvements.

F. Plans: shall mean the plans and specifications for the construction and installation of all elements of the Required Improvements approved by the City Engineer and incorporated into the MOU.

G. Plat: shall mean the Plat of Central Overlook on file in the office of the County Recorder for St. Louis County, Minnesota, as shown in Exhibit A Proposed Final Plat.

H. Project: shall mean the dedication of easements for the Required Improvements, as shown on the Plat and MOU, the construction of the Required Improvements, the demolition of the Building, and the construction of two (2) large structures (transportation and district services center) and renovation of a third building located on the District Development Property.

I. Public Utilities: means sewer, water, gas and stormwater improvements described in the Plans to be constructed in the Easements.

J. Property: shall mean that property referenced on Exhibit A attached hereto and made a part hereof, and consists of the District's Development Property and the Third Party Development Property.

K. Required Improvements: shall mean the Road Improvements, the Sidewalks, Public Utilities and the implementation of the Stormwater Management Plan, all in accordance with the MOU.

L. Road Improvements: shall mean the construction of the public roads to City Engineering standards, all as shown on the Plans.

M. Stormwater Improvements: shall mean the Stormwater Management Plan and the drainage easements as shown on the Plans.

N. Sidewalks: shall mean all public sidewalks as shown on the Plans.

O. Stormwater Management Plan: shall mean that Plan conforming to the requirements of § 50-18.1 E of the Duluth City Code, 1959, as amended, as such plan is approved as part of the MOU.

P. Third Party Development Property: means Block 1, Lots 2, and 3 and Block 2, Lot 1 as identified on the Plat of Central Overlook.

Q. Third Party Project: means a future development on the Third Party Development Property, to be developed by a purchaser of such property, and not by Developer. It is anticipated that such purchaser will enter into a separate memorandum of understanding and/or a development agreement with the City and City Engineer to govern the Third Party Project.

2. Developer's Duty and Compliance. Development of the Project must be in compliance with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota. Developer shall be responsible for obtaining all approvals and permits of any kind required to implement the Project from any governmental agency having jurisdictions with regard thereto, including but not limited to roadway access

permits, wetland permits, storm water management permits, utility construction permits, fill and grading permits, erosion and sediment control permits, and building permits. Developer agrees to include in any purchase and sale agreement of the Third Party Development Property that such purchaser must present its development plans to the City's planning department and such plans must comply with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota.

3. Recording of Plat: The Developer shall have caused to be recorded with the St. Louis County Recorder the fully-executed Plat and shall provide to the City's Director of Planning and Economic Development (the "Director") and the City Engineer two signed copies of Plat along with evidence of recording of the Plat; the City agrees that when requested to execute the Plat in the form approved by the Planning Commission, it shall expeditiously so execute it.

4. Pre-conditions to Issuance of Certificates of Occupancy: Developer agrees that prior to seeking the issuance of a Certificate of Occupancy, or as hereinafter set forth, the following shall have been completed:

A. Recording of Agreement: Developer shall have caused this Agreement to have been recorded against the District's Development Property in the Office of the County Recorder and Registrar of Titles for St. Louis County, Minnesota and shall have caused evidence of such recording to have been presented to the Director, such recording of this Agreement shall be completed within 30 days of the date this Agreement is fully executed by the parties hereto.

B. Plans: Developer shall have prepared and filed with the Director Plans which have been approved by the City Engineer; such Plans have been prepared, filed and approved as of the date hereof.

C. MOU: Developer shall have entered into MOU in the form acceptable to the City Engineer committing to the design and construction of the Required Improvements. Said MOU shall specifically provide that the City will not accept as "public" any of the Required Improvements unless all such improvements

described in the MOU have been completed to the satisfaction of the City Engineer. Such MOU has been completed as required herein.

D. Required Improvement Security. Developer shall have provided financial security in the form of an irrevocable Letter of Credit, cash escrow, or such other form as is acceptable to the Director in the amount of not less than $10,000 to guarantee completion of construction of the Required Improvements in conformance with the requirements of this Agreement and the MOU, and authorizing the Director to exercise said security and to use the proceeds to complete construction of the Required Improvements if the Developer has not completed such Required Improvements before July 1, 2023.

E. Demolition: Developer expects to enter into a contract to demolish the Building on or about July 29, 2022 which will require demolition of the Building and site restoration to be completed by June 30, 2023. Developer agrees to require the demolition contract to provide payment and performance bonds for such demolition project. Further, the District shall require in the demolition contract that the City is named as an additional obligee under the payment and performance bonds.

F. Demolition by City: In the event that the demolition and site restoration work referenced in Subparagraph E above has not been completed by October 30, 2023, City shall have the right to exercise the bond referenced in that Subparagraph, and to cause said demolition and site restoration work to be completed.

5. Developer's Duty and Compliance. Development of the Project must be in compliance with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota. Developer shall be responsible for obtaining all relevant governmental approvals and building permits required.

6. Financing. Developer assumes all risks and agrees to bear all costs and fees related to the design and construction of the demolition of Central High School and all Required Improvements.

7. Property Conveyance and Easements. Developer agrees to convey and to dedicate to the City in trust for the general public the Easements. Developer warrants and represents to City that it has marketable fee title to the Property free and clear of all mortgages, liens and other encumbrances.

8. Sidewalk Maintenance: Developer shall be solely responsible for the maintenance, repair and reconstruction, including snow removal as necessary of the Sidewalks during the term of this Agreement.

9. Inspections. All Required Improvements shall be made in accordance with applicable City construction design standards and specifications and shall be subject to the inspection by and approval of the City. Developer hereby grants City, its agents, employees and contractors a limited license to enter the Property and perform all inspections which the Director in the exercise of his or her reasonable discretion deems appropriate in connection with this Agreement.

10. Developer's Default. In the event Developer fails to comply with or perform any terms, conditions, undertakings, or obligations under this Agreement, which is not cured following thirty (30) days' written notice from the City, or such longer period of time as may be reasonably required to cure such default, provided Developer is proceeding with diligence to cure such default, the parties hereto agree that no award of damages to City could constitute an adequate remedy for such default. Therefore, City may, in addition to and not in lieu of any other remedies or rights available to it by law or equity:

a. Institute an action for specific enforcement to compel Developer to perform any or all of its obligations under this Agreement. Developer acknowledges that the rights of City to performance of the obligations of Developer pursuant to this Agreement are special and unique, and that, in the event Developer violates, fails or refuses to perform any condition, agreement or provision herein, City may be without an adequate remedy at law.

b. Exercise any other remedy available to the City in law or in equity. No remedy conferred in this Development Agreement is intended to be exclusive. The election of any one or more remedies shall not constitute a waiver of any

other remedy. City may, but is not obligated to, exercise any of the remedies referred to in this paragraph.

11. Insurance. Developer agrees to purchase and maintain, during the term of this Agreement, insurance in the form of Workers Compensation and Employers Liability, Commercial General Liability and Automobile Liability covering operations associated with the Required Improvements and the Project, and Property insurance covering real and personal property interests at or near the Property, with the following limits:

Workers' Compensation	Statutory (MN)
Employers' Liability	$1,500,000
Auto Liability (owned, hired and non-owned)	$1,500,000
Commercial General Liability (including Contractual Liability)	
Each Occurrence	$2,000,000
Aggregate	$4,000,000
Property Insurance	To Replacement Value

Prior to commencement of construction, Developer agrees to deliver to the City a Certificate of Insurance, naming the City as an Additional Insured, as evidence that the above coverages are in full force and effect.

12. General Indemnity. During the term of this Agreement, Developer agrees that it shall defend, indemnify and hold harmless City and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or Developer, by reason of death of or injury to person or persons or the loss of or damage to property arising out of Developer's performance of its obligations under this Agreement, except to the extent caused exclusively by the willful misconduct or negligence of the City, or someone acting on its behalf, or a breach of this Agreement by the City. On ten (10) days written notice from City, Developer will appear and defend all lawsuits against City relating to or arising from such injuries or damage.

13. Environmental Indemnity. During the term of this Agreement, Developer agrees that it shall defend, indemnify and hold harmless City and its officers, agents, servants

and employees from and against any liability, loss, damage, fine, judgment, penalty, fee, cost, interest, or expense arising out of any condition on the property relating in any way to the environment, preservation or reclamation of natural resources, the presence, management, release or threatened release of any Hazardous Material (any and all explosive or radioactive substances or wastes and hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any environmental law) or to health and safety matters.

14. Notices. Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

In the case of the City:
City of Duluth
Attn: Director of Planning and Economic Development
411 West First Street, Room 160
Duluth, MN 55802

In the case of Developer:
ISD 709
Attn: David J. Spooner, C.P.E., Manager of Facilities
215 North 1st Ave East
Duluth, MN 55802

15. Binding Effect. This Agreement shall be deemed to run with the land and shall inure to the benefit of the parties hereto and to their successors and assigns.

16. Term. The term of this Agreement shall commence upon the date of attestation by the City Clerk and this Agreement and the MOU shall terminate upon the date the Director and City Engineer have certified in writing that demolition of Central High School and the Required Improvements required under this Agreement and the MOU have been completed and/or constructed in accordance with the requirements herein contained and contained in the MOU and Developer has conveyed such property and dedicated the Easements as are required hereunder; provided, however, the Developer warranty set forth in paragraph 15 of the MOU shall remain in effect for the two (2) year period set forth therein.

At Developer's request, the City will issue a written certificate of completion in recordable form acknowledging that the demolition of Central High School and the construction of the Required Improvements have been completed and that this Development Agreement is terminated.

17. Assignment. Developer may not assign this Agreement without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that Developer may assign this Agreement to an entity controlling, controlled by or under common control with the Developer or its owners and shall provide the City with notice thereof.

18. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and all questions concerning the meaning, intention or validity of the terms of this Agreement, as well as the performance of the parties hereto, shall be determined and resolved in accordance therewith. The Parties agree to submit to the exclusive jurisdiction of the State and Federal Courts sitting in St. Louis County, Minnesota, and waive any objections to such location based on jurisdiction, venue or inconvenient forum.

19. Construction of Agreement. Developer and City have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

20. Severability. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

21. Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH,
a Minnesota Municipal Corporation

By _____
Emily Larson
Its Mayor

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Emily Larson, the Mayor of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

By _____
Its City Clerk

_____
(date)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ian B. Johnson, the Acting City Clerk of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

Countersigned:

_____
Its Auditor

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

Approved:

_____
Its Assistant City Attorney

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

INDEPENDENT SCHOOL DISTRICT NO. 709

By _____
Its Chair

By _____
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, the Chair and Clerk, respectively, of Independent School District No. 709, an independent school district under the laws of the State of Minnesota.

_____
Notary Public

This instrument drafted by:

Robert E. Asleson
Assistant City Attorney
411 West First Street
Room 440 City Hall
Duluth, MN 55802
(218) 730-5490

M:\DOCS\05953\000085\AGM\1AT170706.DOCX

EXHIBIT A
Legal Description of the Property (proposed)

Block 1, Lots 1, 2, and 3, and Block 2, Lot 1, Central Overlook, St. Louis County, Minnesota.

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 19 2022
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution B-7-22-3908

July 19, 2022

ISD 709 Duluth Public Schools

FY 2024

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 19, 2022

DEPARTMENT OF EDUCATION
Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

Fiscal Year (FY) 2024 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-08
Due: July 31, 2022

General Information: Minnesota school districts, intermediate school districts, cooperative districts, applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2021, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2022. Submit to Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
Duluth Public Schools	709	7/19/2022

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2021, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2024 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2021, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2024 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.411, subd. 3[2021]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2021]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – ***Must be signed*** by Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
John Magas	John Magas	7/19/2022

RESOLUTION
FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution #

July 19, 2022

LONG-TERM
FACILITIES MAINTENANCE
TEN-YEAR PLAN

FY 2024 APPROVAL YEAR

Presented to the Duluth School Board

July 19, 2022

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

All contents contained within are governed by MN STATUTES, section 123B.595.

CONTENTS

Administrative Summary

Section 1 Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

Section 2 Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

FY 2024 APPROVAL YEAR

Presented to the Duluth School Board

July 19, 2022

The School Board adopted the first Capital Facilities Plan, now known as the Long-Term Facilities Maintenance Ten-Year Plan, in February 1996. Projects are developed based on need after evaluation, and in some cases required by building official orders or recommended with input from the following:

1. The State Fire Marshal.
2. Proposals from building principals and staff related to their needs.
3. Projects identified through Facilities Management Department assessments.
4. Projects identified through District Administration or School Board directives.

The purpose of this plan is to create a comprehensive, consistent, and continuous means through which the District will identify and budget for projects required to preserve our facilities capacity, and provide functional, safe and healthy spaces for learning.

In the attached, FY-22 "Actual" is included for MDE reconciliation, and is current as of July 7, 2022; FY-23 is "Amended" to capture updated project planning. FY-24 is the project year that will be funded by action the School Board takes when approving and certifying the levy this December. Subsequent years are planned projects, however, this document is fluid and those planned projects are subject to change.

The Plan is generally formatted from left to right starting with the identification of the building to which the project is associated:

- Under the column heading "SITE," the building name is listed.
- Next, under the column heading "WORK ITEM DESCRIPTION" the project is further defined.
- Projects are categorized by Finance Code per MDE and are: 347=Physical Hazards, 349=Other Hazardous Materials, 352=Environmental Health and Safety Management, 358=Asbestos Removal and Encapsulation, 363= Fire Safety, 366= Indoor Air Quality, 367= Accessibility, 368= Building Envelope, 369= Building Hardware and Equipment, 370= Electrical, 379= Interior Surfaces, 380= Mechanical Systems, 381= Plumbing, 382= Professional Services and Salary, 383= Roof Systems, 384= Site Projects.
- The Fiscal Year or budget year at the top of a page (FY) identifies when the project is proposed to occur. FY23 encompasses July 1, 2022 to June 30, 2023; FY24 encompasses July 1, 2023 to June 30, 2024, and so on.
- Eligible projects are "…deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities…"
- Capital expenditures are defined as projects that exceed $10,000. Maintenance projects are

identified items of $10,000 or less. Merriam Webster dictionary defines “maintain” as a verb: to keep in an existing state (as of repair, efficiency, or validity): preserve from failure or decline. Minnesota Statutes, section 123B.595 language makes eligible deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities.

- Cost figures shown are best estimates and will be refined with further investigation and design. Estimates generally include a 10 percent escalation for contingency.

Other facilities information to consider relative to the plan:

1. The current replacement value of the District’s capital facilities infrastructure is estimated at roughly **$675 million dollars**. The District maintains approximately 1.75 million square feet of building floor area. Recent construction experience indicates our school facilities would cost approximately $300 per square foot to rebuild. If provided with proper maintenance and repair, it is reasonable to expect that most of the Duluth school buildings will provide adequate educational program space for a total of at least 50 to 75 years.

2. The current average age of the District's facilities is approximately 33 years considering only those buildings currently used by the District.

3. Generally accepted guidelines indicate the average annual maintenance and repair budget for a typical school in Minnesota should be approximately $2 to $3 per square foot per year. With this basis applied to all of our facilities, the District should be spending roughly between **$3.4 and $5.25 million per year** on maintenance and repair factoring a 50 year service life.

Per MDE LTFM Guidelines for July 2022 Submission:

Information from this year’s plan submission will be used to determine initial LTFM aids and levies for fiscal year (FY) 2024 and to adjust LTFM revenues for FY 2022 and FY 2023.

The expenditure ten-year spreadsheet summarizes the district’s planned expenditures eligible for LTFM revenue for Fiscal Year FY 2022 (base year) – FY 2032 by UFARS finance code. As FY 2022 is a revised estimate for the ten-year plan approved and levied for last year, districts should focus primarily on updating the planned expenditures for FY 2023 and FY 2024. Planned expenditures for FY 2025 through FY 2032 may be preliminary projected estimates. Data for FY 2022 may also be revised in the spreadsheet to reflect preliminary, actual expenditures.

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/04/2022

709 <= Type in School District Number

437

DULUTH PUBLIC SCHOOL DISTRICT

Calculations for Ten Year Projection

		Pay 22 LLC #	Change only if requiring levy adjustments FY 2022	Payable 2022 LLC Certification FY 2023	Current Estimate FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1	**Type your district number in cell A2 (Minneapolis = 1.2)**													
2	**Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b**													
3	**Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33**													
4	**Look-up data from following tabs**													
5	**Initial Formula Revenue**													
6	Current year APU	57		8,656.40	8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)				8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30
7	District average building age (uncapped)	451		47.56	47.56	48.56	49.56	50.56	51.56	52.56	53.56	54.56	55.56	56.56
8	Formula allowance			$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	452			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	453		3,289,432	3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795
11	**Added revenue for Eligible H&S Projects > $100,000 / site**													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	702			-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	756			-	-	-	-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > $100,000 per site (1A)	701			-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > $100,000 per site (1A)	755			-	-	-	-	-	-	-	-	-	-
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-	-	-
16b	New debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	-	-	-	-	-	-	-	-	-
17	Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	767			-	-	-	-	-	-	-	-	-	-
18	Pay as you go revenue for eligible new H&S projects > $100,000 / site	455	-		-	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible H&S projects >$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	456		-	-	-	-	-	-	-	-	-	-	-
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	768			-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	457			-									
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-	-	-
20d	**Total New Law Revenue (10) + (19) + (20c)**	458			3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/04/2022

709 <= Type in School District Number

438

DULUTH PUBLIC SCHOOL DISTRICT

			Pay 22	Change only if requiring levy adjustments	Payable 2022 LLC Certification	Current Estimate									
	Calculations for Ten Year Projection		LLC #	FY 2022	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
	Old Formula revenue														
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2024)	459			400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	701				5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-
23	Debt Excess allocated to line 22					-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess	765				5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	766				-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)	460	-			3,300,000	2,300,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000
27	Old formula alt facilities pay as you go revenue (1B) > $500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2023)	463				-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds	767				-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless	769				2,161,541	4,545,765	2,190,300	2,190,195	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance))	466				-	-	-	-	-	-	-	-	-	-
29	Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)	467			10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	2,375,000	2,375,000	2,375,000	2,375,000
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	**468**			10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	469			-	-	-	-	-	-	-	-	-	-	-
32	**District LTFM Revenue (30) - (31)**	**470**			10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	471			-	-	-	-	-	-	-	-	-	-	-
34	**Grand Total LTFM Revenue (32) + (33)**	**472**			10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795
	Aid and Levy Shares of Total Revenue														
35	For ANTC & APU, three year prior date				2020	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
36	Three year prior Ag Modified ANTC	33			103,656,849	103,656,849	113,158,057	117,684,380	122,391,755	127,287,425	132,378,922	137,674,079	143,181,042	148,908,284	154,864,615
37	Three year prior Adjusted PU (New Weights)	54			9,143.71	9,144.97	8,619.31	8,735.34	8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30
38	ANTC / APU = (36) / (37)	474			11,336.41	11,334.84	13,128.43	13,472.21	13,976.10	14,824.47	15,417.45	16,034.15	16,675.52	17,342.54	18,036.24
39	State average ANTC / APU with ag value adjustment	475			9,596.79	9,596.79	10,491.16	11,673.33	12,421.51	12,918.00	13,435.00	13,972.00	14,531.00	15,112.00	15,716.00
40	Equalizing Factor = 123% of (39)	476			11,804.05	11,804.05	12,904.13	14,358.20	15,278.46	15,889.14	16,525.05	17,185.56	17,873.13	18,587.76	19,330.68
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	477			96.04%	96.03%	100.00%	93.83%	91.48%	93.30%	93.30%	93.30%	93.30%	93.30%	93.30%
42	State (aid) share of Equalized Revenue (1 - (41))	478			3.96%	3.97%	0.00%	6.17%	8.52%	6.70%	6.70%	6.70%	6.70%	6.70%	6.70%
43	Equalized Revenue (lesser of (34) or (6) * (8))	473			3,289,432	3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795
44	Initial LTFM State Aid (42) * (43)	479			130,317	132,277	-	201,335	278,126	218,627	218,691	218,603	218,627	218,579	218,486
45	Old formula Grandfathered Alternative Facilities Aid	481			777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
46	Total LTFM State Aid (Greater of (44) or (45))	482			777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	485			10,068,747	10,629,369	12,014,906	9,340,111	9,348,406	7,156,374	7,151,439	2,485,731	2,485,731	2,485,731	2,485,731
48	**Debt Service Portion of Revenue (non-grandfather districts)**														
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	765+766+767+768				5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	769				2,161,541	4,545,765	2,190,300	2,190,195	-	-	-	-	-	-
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05					-	-	-	-	-	-	-	-	-	-
51	Total Debt Service Revenue = (49) + (50) + (50b)	770				7,706,433	10,091,970	7,742,175	7,750,470	5,558,438	5,553,503	-	-	-	-
52	Equalized debt Service Revenue (lesser of (43) or (51))	486				3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	-	-	-	-
53	Debt Service Aid = (52) * (42)	488				132,277	-	201,335	278,126	218,627	218,691	-	-	-	-
54	Equalized Debt Service Levy = (52) - (53)	489				3,195,465	3,262,795	3,061,460	2,984,669	3,044,168	3,044,104	-	-	-	-
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	490				4,378,690	6,829,175	4,479,380	4,487,675	2,295,643	2,290,708	-	-	-	-
56	**General Fund Portion of Revenue (non-grandfather districts)**														
57	Total General Fund Revenue = (34) - (51)	491				3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	3,262,795	3,262,795	3,262,795	3,262,795
58	General Fund Equalized Revenue = (43) - (52)	492				-	-	-	-	-	-	3,262,795	3,262,795	3,262,795	3,262,795

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/04/2022

709 <= Type in School District Number

439

DULUTH PUBLIC SCHOOL DISTRICT

			Change only if requiring levy adjustments	Payable 2022 LLC Certification										
Calculations for Ten Year Projection		**Pay 22**			Current Estimate									
		LLC #	FY 2022	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
59	Total General Fund Aid = (46) - (53)	493			644,786	777,064	575,729	498,938	558,436	558,373	777,064	777,064	777,064	777,064
60	General Fund Equalized Levy = (58) * (41)	494			-	-	-	-	-	-	3,044,192	3,044,168	3,044,216	3,044,309
61	General Fund Unequalized levy = (57) - (58)	495			3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	-	-	-	-
62	Total General Fund Levy = (60) + (61)	496			3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	3,044,192	3,044,168	3,044,216	3,044,309

Notes:

1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.

Division of School Finance
400 NE Stinson Blvd
Minneapolis, MN 55413

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-08

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information
District Name:	Duluth Public Schools	Date:	7/19/2022
District Number:	709	Email:	david.spooner@isd709.org
District Contact Name:	David J. Spooner		
Contact Phone #	218-336-8907		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2022 (base year)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	**Category (1)**											
347	Physical Hazards	$111,093	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802
349	Other Hazardous Materials	$30,403	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
352	Environmental Health and Safety Management	$136,954	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
358	Asbestos Removal and Encapsulation	$22,754	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290
363	Fire Safety	$76,499	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758
366	Indoor Air Quality	$0	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150
	Total Health and Safety Capital Projects	$377,703	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year												$4,377,703
Finance Code	**Category (2)**											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	**Category (3)**											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	**Category (4)**											
367	Accessibility	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Accessibility Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	**Category (5)**											
368	Building Envelope	$718,683	$913,844	$500,000	$0	$0	$0	$0	$0	$0	$0	$0
369	Building Hardware and Equipment	$8,910	$0	$250,000	$0	$0	$0	$0	$0	$0	$0	$0
370	Electrical	$14,396	$200,000	$150,000	$0	$0	$0	$0	$0	$0	$0	$0
379	Interior Surfaces	$79,171	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000
380	Mechanical Systems	$52,406	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
381	Plumbing	$15,415	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
382	Professional Services and Salary	$1,260,655	$1,954,720	$1,935,000	$1,900,000	$1,900,000	$1,900,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000
383	Roof Systems	$1,502,266	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
384	Site Projects	$45,207	$195,493	$1,200,000	$0	$0	$0	$0	$0	$0	$0	$0
	Total Deferred Capital Expense and Maintenance	$3,697,110	$3,339,057	$4,110,000	$1,975,000	$1,975,000	$1,975,000	$2,175,000	$2,175,000	$2,175,000	$2,175,000	$2,175,000
	Total Annual 10-Year Plan Expenditures	**$4,074,813**	**$3,739,057**	**$4,510,000**	**$2,375,000**	**$2,375,000**	**$2,375,000**	**$2,575,000**	**$2,575,000**	**$2,575,000**	**$2,575,000**	**$2,575,000**
Fund Balance Section											$27,946,167	$32,323,869.82
	Fund 01											
	Beginning Fund Balance 01-467-XX	$1,993,595	$1,400,345	$1,361,288	-$448,712	-$448,712	-$448,712	-$448,712	-$648,712	-$848,712	-$1,048,712	-$1,248,712
	LTFM Fiscal Year Revenue - Levy	$3,481,563	$3,700,000	$2,700,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000	$2,375,000
	LTFM Fiscal Year Revenue - AID if Applicable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT if applicable - Special Legislation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$4,074,813	$3,739,057	$4,510,000	$2,375,000	$2,375,000	$2,375,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000
	Ending Fiscal Year Fund Balance 01-467-XX	**$1,400,345**	**$1,361,288**	**-$448,712**	**-$448,712**	**-$448,712**	**-$448,712**	**-$648,712**	**-$848,712**	**-$1,048,712**	**-$1,248,712**	**-$1,448,712**
	Fund 06											
	Beginning Fund Balance 06-467-XX	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Bonded Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Other Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Ending Fiscal Year Fund Balance 06-467-XX	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

End of Worksheet

ISD 709 Duluth Public Schools

FY 2024

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 19, 2022
SECTION 1

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2021 TO JUNE 30, 2032

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 19, 2022

BUDGET YEAR - ACTUAL FY22 AS OF JULY 7, 2022 (INCLUDED FOR REFERENCE)

SITE	WORK ITEM DESCRIPTION	PRELIMINARY ACTUAL COST AS OF JULY 7, 2022
	HEALTH & SAFETY LEVY 2020 (PAY 2021)	***$400,000.00***
DISTRICT WIDE	Health and Safety Management	$136,954
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$240,749
	HEALTH & SAFETY TOTAL	**$377,703**
	LTFM DEFERRED MAINTENANCE LEVY 2020 (PAY 2021)	***$3,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,112,288
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$170,419
DISTRICT WIDE	District Wide Deferred Interior Painting	$71,625
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	$369,510
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$326,938
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	$5,440
EAST HS	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	$1,289,583
MYERS-WILKINS	Replace failed rubber roof north addition	$208,104
ORDEAN EAST	Exterior Door Replacement wood to aluminum	$143,203
	LTFM DEFERRED MAINTENANCE TOTAL	**$3,697,110**
	LTFM TOTAL LEVY	***$3,700,000***
	TOTAL FY22 LTFM EXPENDITURES	**$4,074,813**

BUDGET YEAR - AMENDED FY23

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2021 (PAY 2022)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	***$400,000***
	LTFM DEFERRED MAINTENANCE LEVY 2021 (PAY 2022)	***$3,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
HOMECROFT	Replace un-serviceable door hardware and electronic components	$50,000
LAKEWOOD	Replace un-serviceable door hardware and electronic components	$50,000
LOWELL	Replace un-serviceable door hardware and electronic components	$50,000
LOWELL	Replace failed Bball hoops and bituminous	$50,000
STOWE	Replace un-serviceable door hardware and electronic components	$50,000
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	$331,164
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	$147,893
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$635,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$3,339,057**
	LTFM TOTAL LEVY	***$3,700,000***
	TOTAL FY23 LTFM EXPENDITURES	**$3,739,057**

BUDGET YEAR **FY24 CURRENT BOARD APPROVAL YEAR**		
SITE	**WORK ITEM DESCRIPTION**	**ESTIMATED EXPENDITURES**
	HEALTH & SAFETY LEVY 2022 (PAY 2023)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)	***$2,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
STOWE	Wall Finishes: Paint Interior	$150,000
CONGDON	Renovate playground and surrounding play surfaces	$600,000
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
GARFIELD	Exterior Masonry Repair	$250,000
OEMS	Turf Replacement	$600,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$4,110,000**
	LTFM TOTAL LEVY	***$2,700,000***
	TOTAL FY24 LTFM EXPENDITURES	**$4,510,000**

BUDGET YEAR FY25

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2023 (PAY 2024)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY25 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY26

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2024 (PAY 2025)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY26 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY27

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2025 (PAY 2026)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY27 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY28

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2026 (PAY 2027)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY28 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY29

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2027 (PAY 2028)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY29 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY30

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2028 (PAY 2029)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY30 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY31

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2029 (PAY 2030)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2029 (PAY 2030)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY31 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY32

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2030 (PAY 2031)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2030 (PAY 2031)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY32 LTFM EXPENDITURES	**$2,575,000**

TOTAL HEALTH & SAFETY EXPENDITURES FY22-FY32	**$4,377,703**
TOTAL LTFM DEFFERRED MAINTENANCE EXPENDITURES FY22-FY32	**$27,946,167**
TOTAL LTFM EXPENDITURES FY22-FY32	***$32,323,870***

ISD 709 Duluth Public Schools

FY 2024

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 19, 2022
SECTION 2

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY SITE
JULY 1, 2021 TO JUNE 30, 2032

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 19, 2022

CONGDON ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Exterior: Replace 150 exterior windows due to operational failure and leaking	$369,510
	FY22 TOTAL	**$369,510**
FY23	Exterior: Replace 150 exterior windows due to operational failure and leaking	$331,164
	FY23 TOTAL	**$331,164**
FY24	Renovate playground and surrounding play surfaces	$600,000
	FY25 TOTAL	**$600,000**
	10 YR TOTAL	***$1,300,674.45***

DENFELD HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$326,938
	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	$5,440
	FY22 TOTAL	**$332,378**
FY23	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	$147,893
	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$635,000
	FY22 TOTAL	**$782,893**
FY24	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
	FY30 TOTAL	**$535,000**
	10 YR TOTAL	***$1,650,270.63***

DISTRICT WIDE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Health and Safety Management	$136,954
	Environmental Health and Safety Projects District-Wide	$240,749
	LTFM Compliant In District Employee Salary and Benefit	$1,112,288
	LTFM COMPLIANT Maintenance/Repairs - T&M	$170,419
	District Wide Deferred Interior Painting	$71,625
	FY22 TOTAL	**$1,732,035**
FY23	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY23 TOTAL	**$2,375,000**
FY24	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY24 TOTAL	**$2,375,000**
FY25	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY25 TOTAL	**$2,375,000**

DISTRICT WIDE

FY26	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY26 TOTAL	**$2,375,000**
FY27	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY27 TOTAL	**$2,375,000**
FY28	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY28 TOTAL	**$2,575,000**
FY29	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY29 TOTAL	**$2,575,000**
FY30	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY30 TOTAL	**$2,575,000**
FY31	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY31 TOTAL	**$2,575,000**
FY32	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY31 TOTAL	**$2,575,000**
	10 YR TOTAL	***$26,482,034.99***

EAST HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	$1,289,583
	FY22 TOTAL	**$1,289,583**
	10 YR TOTAL	***$1,289,583***

GARFIELD

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Exterior Masonry Repair	$250,000
	FY24TOTAL	**$250,000**
	10 YR TOTAL	***$250,000***

HOMECROFT ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	$50,000
	FY23 TOTAL	**$50,000**
	10 YR TOTAL	***$50,000***

LAKEWOOD ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	$50,000
	FY23 TOTAL	**$50,000**
	10 YR TOTAL	***$50,000***

LOWELL ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	$50,000
	Replace failed Bball hoops and bituminous	$50,000
	FY23 TOTAL	**$100,000**
	10 YR TOTAL	***$100,000***

MYERS-WILKINS ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Replace failed rubber roof north addition	$208,104
	FY24 TOTAL	**$208,104**
	10 YR TOTAL	***$208,104***

ORDEAN MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Exterior Door Replacement wood to aluminum	$143,203
	FY22 TOTAL	**$143,203**
FY24	Turf Replacement	$600,000
	FY22 TOTAL	**$600,000**
	10 YR TOTAL	***$743,203***

STOWE ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	$50,000
	FY23 TOTAL	**$50,000**
FY24	Wall Finishes: Paint Interior	$150,000
	FY24 TOTAL	**$150,000**
	10 YR TOTAL	***$200,000***

TOTAL 10 YR LTFM PROJECT EXPENDITURES	***$32,323,870***

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 19 2022
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

FY23 Commercial Insurance Renewal

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2023 Commercial Insurance Renewal, is approved.

Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2021-2022 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2022-2023 PROPOSED RENEWAL PREMIUMS
Package	Liberty		Liberty	
Property & Inland Marine		$238,051		$283,041
Crime		$3,988		$3,988
General Liability		$74,016		$77,633
School Leaders E&O		$64,338		$78,986
Law Enforcement Legal Liability		$1,775		$1,515
Automobile	Liberty	$58,993	Liberty	$61,524
Workers' Compensation	Dakota Truck	$566,607	Dakota Truck	$474,654
Umbrella	Liberty	$23,135	Liberty	$23,308
Subtotal w/o Cyber		*$1,030,903*		*$1,004,649*
Cyber	Beazley	$55,130.00	Beazley	$75,000.00
Surplus Lines Tax		$1,653.90		$2,250.00
Surplus Lines Fee		$22.05		$30.00
Terrorism		Rejected		Rejected
Total Estimated Annual Premium:		**$1,087,708.95**		**$1,081,929**

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. Refer to Surplus Lines Tax Procedure

Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Network Security & Privacy Liability

INSURED:	ISD #709 Duluth Public Schools
INSURER:	Syndicate 2623/623 at Lloyd's – Beazley (***Non-Admitted***)
AM BEST RATING:	A XIV ***(Excellent)***
POLICY FORM:	F00653 (11/17)
POLICY TERM:	August 1, 2022 to August 1, 2023

CLAIMS MADE COVERAGE	2021-2022 EXPIRING	2022-2023 RENEWAL
LIMITS:		
Breach Response*		
Number of Notified Individuals	*250,000*	250,000
Legal, Forensic & Public Relations / Crisis Management	*$ 1,000,000*	$ 1,000,000
Additional Breach Response Costs		
Additional Breach Response Costs	*$ 2,000,000*	$ 2,000,000
First Party Loss		
Business Interruption Loss		
Resulting from Security Breach	*$ 2,000,000*	$ 2,000,000
Resulting from System Failure	*$ 2,000,000*	$ 2,000,000
Dependent Business Loss		
Resulting from Dependent Security Breach	*$ 1,000,000*	$ 1,000,000
Resulting from Dependent System Failure	*$ 1,000,000*	$ 1,000,000
Cyber Extortion	*$ 2,000,000*	$ 2,000,000
Data Recovery Costs	*$ 2,000,000*	$ 2,000,000
Liability		
Data & Network Liability	*$ 2,000,000*	$ 2,000,000
Regulatory Defense & Penalties	*$ 2,000,000*	$ 2,000,000
Payments Cards Liabilities & Costs	*$ 250,000*	$ 250,000
Media Liability	*$ 2,000,000*	$ 2,000,000
eCrime		
Fraudulent Instruction	*$ 250,000*	$ 250,000
Funds Transfer Fraud	*$ 250,000*	$ 250,000
Telephone Fraud	*$ 250,000*	$ 250,000
Criminal Reward		
Criminal Reward	*$ 50,000*	$ 50,000

Policy Aggregate Limit of Liability	*$ 2,000,000*	$ 2,000,000

Network Security & Privacy Liability (Continued)

RETENTION: (PER CLAIM)		
Each Incident, Claim or Loss	*$ 100,000*	$ 100,000
Forensic & Public Relations / Crisis Management	*$ 50,000*	$ 50,000
Legal Services Only	*$ 25,000*	$ 25,000
Notified Individuals Threshold	*100*	100
Waiting Period	*10 Hours*	10 Hours
ANNUAL PREMIUM:	***$ 55,130.00***	**$ 75,000.00**
Surplus Lines Tax	*$ 1,653.90*	$ 2,250.00
Surplus Lines Fee	*$ 22.05*	$ 30.00
TOTAL ANNUAL PREMIUM	***$ 56,805.95***	**$ 77,280.00**

RETROACTIVE DATE: Full Prior Acts

CONTINUITY DATE: August 29, 2014

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:
(Per Expiring, Unless Noted)

1. Lloyd's Certificate
2. Sanction Limitation and Exclusion Clause
3. Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)
4. Radioactive Contamination Exclusion Clause – Liability – Direct (U.S.A.)
5. Lloyd's Security Schedule 2022
6. Asbestos, Pollution, and Contamination Exclusion Endorsement
7. State Consumers Privacy Statutes Endorsement
8. War and Civil War Exclusion
9. Cap on Losses Arising Out of Certified Act of Terrorism
10. Employee Device Endorsement
11. Amend Definition of Fraudulent Instruction
12. Invoice Manipulation Coverage – $100,000 Sublimit
13. Reputation Loss – $1,000,000 Sublimit
14. Post Breach Remedial Services Endorsement – 100 Hours
15. Amend Data Recovery Costs
16. GDPR Cyber Endorsement
17. Computer Hardware Replacement Cost – $100,000 Sublimit
18. Amend Definition of Data
19. Contingent Bodily Injury Endorsement with Sublimit – $100,000
20. Voluntary Shutdown Coverage
21. Cryptojacking Endorsement – $100,000 Sublimit
22. Public Schools Amendatory Endorsement
23. MMA Amendatory Endorsement
24. Optional Extension Period and Optional Extension Premium – ***New***
25. Policyholder Disclosure Notice of Terrorism Insurance Coverage
26. Amend Continuity Date (08/01/2018 for $1M excess of $1M)
27. Choice of Law and Service of Suit – New York

Network Security & Privacy Liability (Continued)

SUBJECT TO:
- Completed Non-Admitted Carrier Disclosure Form

PAYMENT TERMS:
- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request

Signature: _____ Date: _____

Print Name: _____ Title: _____