Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 20, 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** **2**
6. **Public Comment**
7. **Reading Communications, Petitions, Etc.**
8. **Report of the Superintendent**
    A. Reports from Student School Board Representatives 3
    B. Superintendent's Report 5
    C. Schedule of Meetings and Events 17
9. **Report of Standing Committees**
    A. Committee of the Whole
        1) Monthly Committee of the Whole *(September 8, 2022)* 18
    B. Policy Committee *(September 8, 2022)* 113
    C. Human Resources/Business Services Committee *(September 13, 2022)* 116
10. **General Board Committee Updates**
11. **Consent Agenda** **279**
12. **Resolutions from Committee Reports**
    A. B-9-22-3915 - Maximum Levy Certification 596
    B. B-9-22-3916 - Acceptance of Donations to Duluth Public Schools 598
    C. B-9-22-3917 - Acceptance of Grant Awards to Duluth Public Schools 599
13. **Special Resolutions and Action Items**
14. **Questions / Other**
15. **Adjournment**

Dear School Board members,

Tonight I would like to recognize two of our digital innovation specialists: Parker Huber and Breanna Shofner.

The job of a digital innovation specialist are many:

- They answer phone calls regarding technology questions
- They assist parents with our learning management systems
- Distribute and collect approximately 4,000 Chromebooks in less than a week during the beginning and end of the school year
- And so much more.

This spring and summer Parker and Breanna went above and beyond these past four months. They recorded interviews with students and alumni and created a video for our professional development day entitled, “All Staff Impact.”

The video, which has been shared with you, shows the impact teachers, paraprofessionals, food service workers, bus drivers, clerical staff and others have had on our students throughout the years and continue to do so today.

We want to thank Parker and Breanna for their hard work on this wonderful project that shows our staff they are appreciated.

Sincerely,
Anthony Bonds
Assistant Superintendent

Hi Everyone!
School's back in session this month! In our first week of school we had an assembly, tailgate, football game, and dance. The assembly was planned by the Executive board and was a huge success. We introduced clubs, played games, and introduced staff members. We were also able to get each grade to dress in a different school color so the gym was filled with school spirit!
The tailgate was moved inside due to weather but still had a good turnout with students eating hot dogs playing cornhole and getting face paint for the game.
After the game, Exec and the student section were asked to clean the bleachers before the dance could start. We had no prior knowledge that this would be expected of us as normally that is a job that the custodians fill. We were happy to help, but we wonder why this job was left to the students and not the custodians? We know that being short staffed is an issue and are fully understanding of that, but we were wondering what the issue is with hiring more? Why haven't we? Is there something the district can change that might increase interest in this position?
I would love some feedback from you all on this so please feel free to reach out.
The dance after the game also went extremely well with minimal complications.
We sold shirts, bandanas, trucker hats and bucket hats over the course of the week. Many people were excited to have some fresh East apparel for the year.

As the school year starts back up, the student population is reminded of how school lunches fall short. I know I've talked about this issue a lot, but it is one that I truly think is important. How can we expect students to learn without proper nutrition? When you think about students whose only meals are from our school, it seems like this is worthy of additional focus and funding. I would really love to talk to some of you about what can be done about this.

Many clubs are getting things around to start up again. Many meet during WIN throughout the school year, and we have a new system for WIN periods that's getting set up right now. Changing WINs should start back up next week.
Association is preparing for homecoming in October, planning spirit days, after school activities and assemblies. Homecoming week is the 10th-14th.
Volleyball, soccer, cross country, and football have all been in season and despite not always winning the atmosphere in the stands is always lively. So far compared to last year, east's sportsmanship and enthusiasm have definitely improved.
Our fall musical The Little Mermaid will be in the beginning of November and rehearsals are well underway.
This Friday there will be a victory day football game during halftime for students who have disabilities that inhibit their ability to participate on the actual team.
Student forum applications went out today and I'm very excited for it to start up the first week in October.
NHS has their induction ceremony tomorrow at 7. Many seniors are excited to help their peers and the community this year.

Superintendent's Report

Regular Board Meeting

September 20, 2022

ISD 709 Duluth Public Schools

Tonight's Topics

- Student Representatives' Reports
- Safe Learning Planning Update
- Strategic Planning Update
- School Resource Officer Contract Update
- Unity in Our Community Back to School Event
- Kumbayah - The Juneteenth Story Events
- Martin Luther King Jr. Day and Juneteenth Holiday Recognition

ISD 709 Duluth Public Schools

Safe Learning Plan Update

Safe Learning Plan Update

We want to reiterate the following aspects of our Safe Learning Plan:

- If you were exposed to COVID-19, it is strongly recommended you wear a high-quality mask for 10 days and get tested on day 5, regardless of vaccination status.
- No quarantine is necessary unless COVID-19-like symptoms develop, regardless of vaccination status. This goes for household contacts as well.
- The district is still requiring those who test positive for COVID-19 — regardless of vaccination status — isolate for 5 days and can return on day 6, if the positive individual wears a well-fitting mask and is fever-free for 24 hours without the use of fever-reducing medication and other symptoms have improved.

These protocol are required by the Minnesota Department of Health and the St. Louis County Health Department. You can read all of the COVID-19 protocols in the Safe Learning Plan.

ISD 709 Duluth Public Schools

Strategic Planning Update

Strategic Planning Update

We are urging all eligible students, families and staff to fill out their Desired Daily Experience surveys as soon as possible.

We also engaged in our School and Department Data Needs and Analysis

- Assess current reality of classrooms and student engagement within schools
- Assessment of the quality and description of the value proposition for district departments
- Development of district's Key Strengths and Needs

Who

- Strategic Planning Team
- Building Leadership Teams Representatives
- Department Leadership
- Continuous Improvement Teams

Strategic Planning Website

ISD 709 Duluth Public Schools

School Resource Officer Contract Update

School Resource Officer Contract Update

Duluth Public Schools and the Duluth Police Department have worked collaboratively complete a new contact proposal that significantly changes language based on our community engagement sessions.

Contract details have been finalized and will be brought to City Council later this month and will be brought forward to the board in October.

The content and philosophical changes in the new contract reflect our shared desire and responsibility to reduce disproportionate outcomes for historically underserved populations and advance positive relationships resulting in improved outcomes.

ISD 709 Duluth Public Schools

Unity in Our Community
Back to School Celebration

Kumbayah - The Juneteeth Story Events

- Play by Rose McGee on the meaning of Juneteenth
- Student Presentation at Denfeld Friday morning, including a brilliant spoken word poem by Sariyah Crawford
- Community presentation Friday evening
- Minnesota Humanities brunch and cafe conversation last Saturday morning

Martin Luther King Jr. Day and Juneteenth Holiday Recognition

In October, the administration plans to bring forward a recommendation to the board to formally recognise Martin Luther King Jr. Day and Juneteenth as a district.

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 Duluth East 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 September 19 - September 23, 2022

Tuesday	September 20, 2022	5:30 p.m.	Special Closed Session - For the purpose of receiving confidential legal advice from its attorney regarding the litigation of *Dippolito v. Duluth Public Schools* in a closed session pursuant to Minn. Stat. § 13D.05, subd. 3(b). East High School Media Center 301 N. 40th Ave. E.
Tuesday	September 20, 2022	6:30 p.m. (or to immediately follow Special Closed Session)	Regular School Board Meeting* East High School Media Center 301 N. 40th Ave. E.

Week of September 26 - September 30, 2022

Thursday	September 29. 2022	5:00 p.m.	Education Equity Advisory Committee Lake Superior College Center for Equity and Inclusion 2101 Trinity Rd.

Week of October 3 - October 7, 2022

Tuesday	October 4, 2022	3:30 p.m.	Policy Committee Meeting UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108
Tuesday	October 4, 2022	4:30 p.m. (or immediately following the Policy Committee)	Monthly Committee of the Whole 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
September 16, 2022

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 8, 2022
UnitedHealth Group Building
4316 Rice Lake Road
Suite 108
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval - None
     - 2) Resolutions - None
     - 3) Other Action Items - None
   - B. Informational Items
     - 1) Presentations
       - a. Strategic Planning Update 2
         COO and Principal Consultant, Dr. Ray Queener
       - b. Update Secondary Schedule Task Force 22
         Director of Secondary Education, Jen Larva
       - c. Suspension, ODR, & Bullying Data Reports 77
         Climate Coordinator, Jacob Laurent
       - d. SRO Update - **PULLED**
         Assistant Superintendent, Anthony Bonds & Finance Manager, Simone Zunich
   - C. Other - None
4. **ADJOURN**

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Classroom To Boardroom

Comprehensive Strategic Planning

School Board Meeting Update

September 8, 2022

Purpose

- Provide a review of the Classroom to Boardroom process
- Provide an update on work completed to date
- Share draft Desired Daily Experience statements
- Status update on stakeholder engagement
- Share key next steps and timeline
- Share Leadership Level of Influence
- Questions

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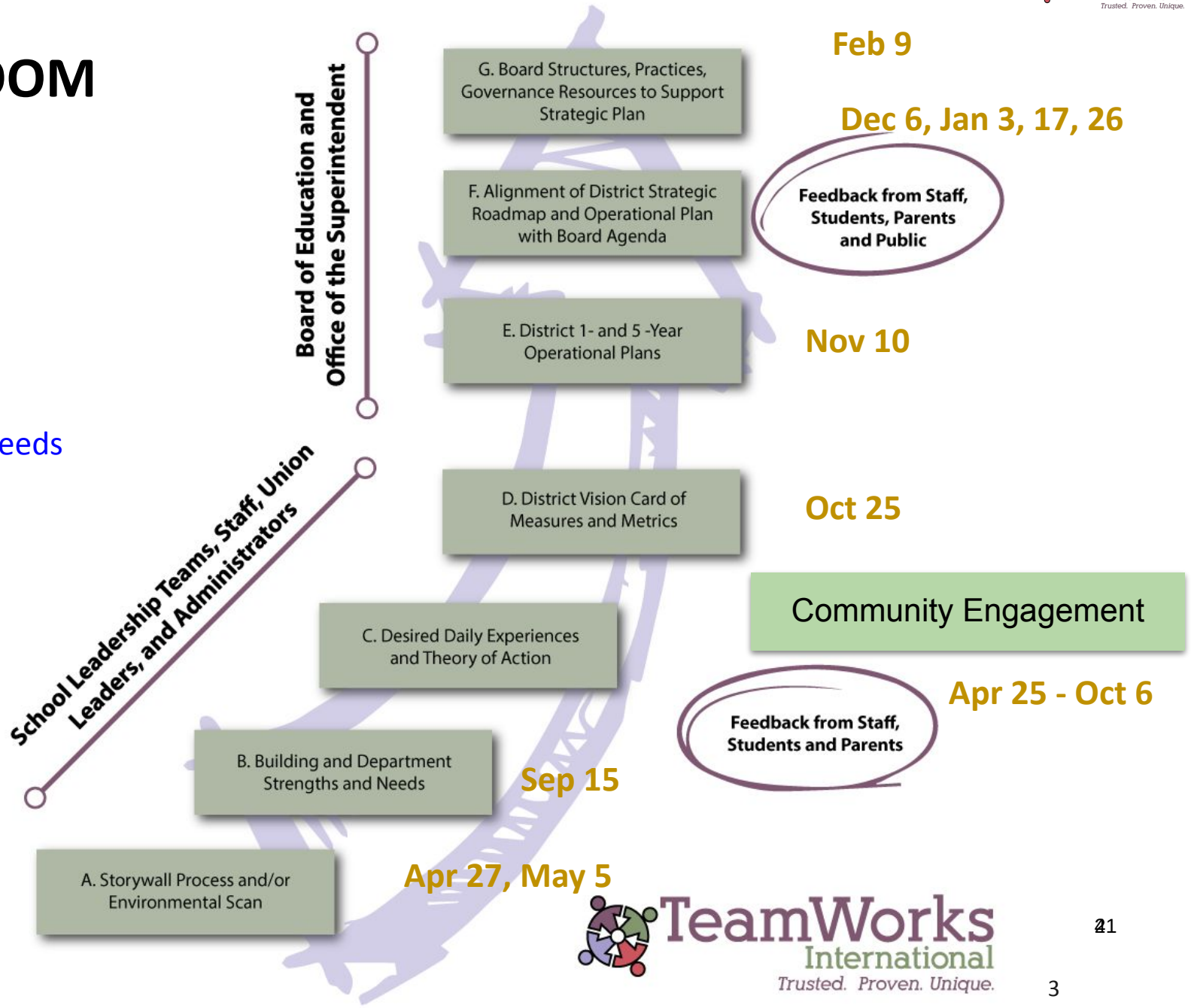
CLASSROOM TO BOARDROOM STRATEGIC PLANNING PROCESS

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



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Additional Dates and Sessions

- School Board and Public Updates
  - December 6
  - February 28
- School and Department Improvement Plans with ActionCards
  - February 13

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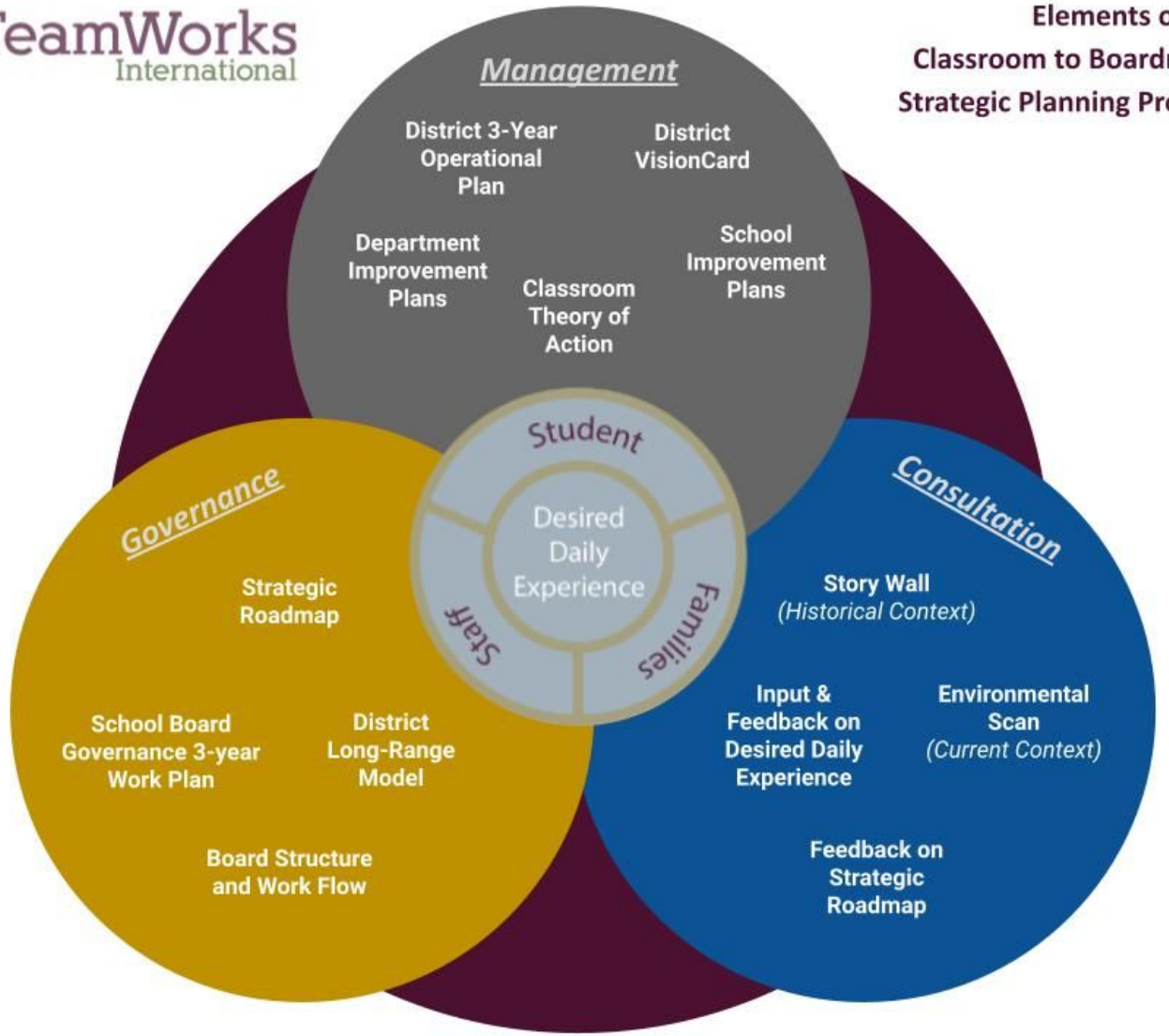
Elements of the Classroom to Boardroom Strategic Planning Process



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Storywall

Time Periods

- 1993-2004
- 2005-2011
- 2012-2016
- 2017-2019
- 2020-Present

Period	Major Events/Actions of Duluth Public Schools	Observations/Characteristics	Lifecycle(s)

1993
 	
To
 	
2004
	• 1st Gulf War – students' parents deployed to war
	• 9/11/2001 – housing market impact, school lockdowns began, stock market decline – concerns about finances
	• Central 7-12 school 1993
	• Many more school sites (Cobb, Chester, Birchwood, Washington Jr. Central, Woodland, Morgan Park, Washburn, Lakeside, Nettleton, Lincoln MS, Piedmont)
	• Bubble sheets
	• STC/VoTech, LSC – 1995
	• Internet introduced (web sites)
	• Carbon copies (sp. Ed.)
	• TV on a card with VHS
	• 2001 funding formula from state
	• Budget retrenchments (from state)
	• 16,000 students / 1200 teachers
	• Less competition
	• Edison 1997 (started by superintendent)
	• Magnet schools (music, language, science / math)
	• Nonstandard spending (tech, SpEd, specialists)
	• Columbine – 1999
	• Reg Noland
	• Mark Myles 94-98 (different focus)
	• Julio Almonza 98-05 (different focus)
	• Hiring policies varied
	• Lots of volunteers from community
	• Start of police liaisons (low key presence)
	• Resource competition
	• Grade level meetings – different decisions in schools
	• More administrators in elementary schools / fewer in high school
	• Smaller class sizes
	• Lunch tickets
	• Desegregation money – EEAC made funding decisions
	• Sp. Ed. Service no core or co-teach least restrictive
	• Greater public respect for teaches
	• 2001 – NCLB, OBE
	• 2004 – HS 7 period day to 6 period day
	• Job market?
	
		Most Influential Events
		• Edison Opening
		
		Behaviors Encouraged/Rewarded
		• Competition (internal within each school and external (community)
		
		Characteristics of Successes
		• Technology
		  ○ Efficiency
		  ○ Autonomy
		  ○ innovation
		
		Characteristics of Failures
		• Top-down
		• Accountability
		  ○ Stress on teachers
		  ○ Initiatives
		  ○ Mandates
		  ○ Unfunded
		  ○ Standardization
		  ○ Constant change
		  ○ Stress on students
			Start of decline – past stability

For each time period:

- Key influential events
- Behaviors encouraged / rewarded
- Characteristics of successes
- Characteristics of challenges
- Lifecycle

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Environmental Scan

Key Trends and Influences

Edge and Emerging

- Student/staff increasing social/emotional needs
- Societal influences and political landscape impacting district direction
- Continuing divide across district
- Evolving student options and performance
- Changing employment trends

Established and Ebbing

- Student choice and shifting approaches to school programming
- Continual divide within community based in shifting political landscape and inequities
- Increasing challenges with current and future resources
- Increasing employment challenges impacting diversity and experience of staff to fill positions

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Desired Daily Experiences

The focus is to describe the desired daily experiences of the district's three primary stakeholder groups — students, families and staff — as articulated by the stakeholders who participated in input sessions between April 25 and May 16, 2022.

Eight groups of middle and high school students representing a variety of achievement levels, student involvement, and race, ethnicity and gender. About **125** students participated in the sessions. The schools represented were:

- Ordean East and Lincoln Park Middle Schools (4)
- Duluth East and Denfeld High Schools (4)

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Desired Daily Experiences

Eight family groups, including about **30** parents, representing students in all grades and a variety of student achievement and involvement. The family group sessions were:

- Early Childhood, Elementary, Secondary, Education Equity Advisory Committee

Five groups of staff representing all grades and a variety of positions across the school district. About **45** staff members participated in the group conversations. Group sessions were as follows:

- Licensed staff, Non-licensed staff

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Desired Daily Experiences

Four community engagement sessions were opened to the public which included staff, families, and community members.
Approximately **45** participants engaged in these sessions located at:

- Ordean East Middle School
- Lincoln Park Middle School
- Denfeld High School
- Duluth East High School

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Draft Desired Daily Experiences - Students

1. I enjoy school and feel like I belong.
2. I am accepted, cared about, and respected for who I am, regardless of the color of my skin, my identity and my beliefs.
3. I have strong, meaningful connections with classmates and staff.
4. I have many choices and options for courses including “real life” classes and extracurricular activities.
5. My lunch meets my unique needs and interests through choices and time.
6. Staff and teachers believe in me and my success, hear my voice, and will do what is needed to support me and my learning.
7. I have access to mental health support and am safe at school.
8. I know what is expected from me and know that I am treated fairly if I make a mistake.
9. Important information is shared with me through ways accessible to me.

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Draft Desired Daily Experiences - Families

1. I have a voice in my child's education, am connected to the school/district, and am informed through consistent multiple communication methods.
2. I have a sense of belonging within the school community with meaningful relationships with staff, ensuring safety and trust in the quality of education.
3. I feel welcomed and a sense of community at school including with other parents, teachers, and administration.
4. My child is welcomed, seen, heard, safe, engaged and happy while at school.
5. My child has pathways to success and opportunities beyond high school.
6. My child's school provides an interesting, meaningful, and engaging academic learning environment/experiences that are equitable, diverse, and inclusive.
7. My child is supported with comprehensive resources that support their mental health, social emotional learning that allows for their growth.
8. My child has class sizes that allow for differentiation and individualized attention to meet their learning needs.
9. My child has equitable access to before, during, and after school activities where everyone can participate and experience success without barriers.
10. When my child makes a mistake at school they are treated fairly.

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Draft Desired Daily Experiences - Staff

1. I enjoy my job and find it fulfilling.
2. I have dedicated time during my work day to collaborate, prepare, and grow professionally.
3. I am part of a diverse workforce, with an inclusive climate that values team building and respectful relationships.
4. I receive clear and timely communication.
5. I have systems and resources to support students' academic, social-emotional, and socio-economical needs.
6. I have access to and the ability to use current, relevant, educational resources including technology.
7. I have quality professional development opportunities for continued learning to support my students and me.
8. Resources are provided to support safety at school and within departments for all students and staff.
9. We have class sizes that allow us to reach the individual, social/emotional and academic needs of students through differentiation and building relationships.
10. I have a voice and opportunity to participate in the decision making process with my colleagues and administration.

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Process and Next Steps Update

- Building and Department Strengths and Needs - September 15
- Desired Daily Experience revised - October 6
- Survey to stakeholders on DDE - August 31 - September 25
  - Student Responses - 138 (as of 9/8/22)
  - Family Responses - 458 (as of 9/8/22)
  - Staff Responses - 282 (as of 9/8/22)
- Desired Daily Experience Final Draft - October 6
- Classroom Theory of Action - October 6
- District VisionCard - October 25
- District Operational Plan - November 10 and December 1

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Leadership Level of Influence

School Board	Policy
Superintendents	Readiness and System
Directors	Structure and Processes
Principals	Practices and Oversight
Teachers and Staff	Implementation and refinement

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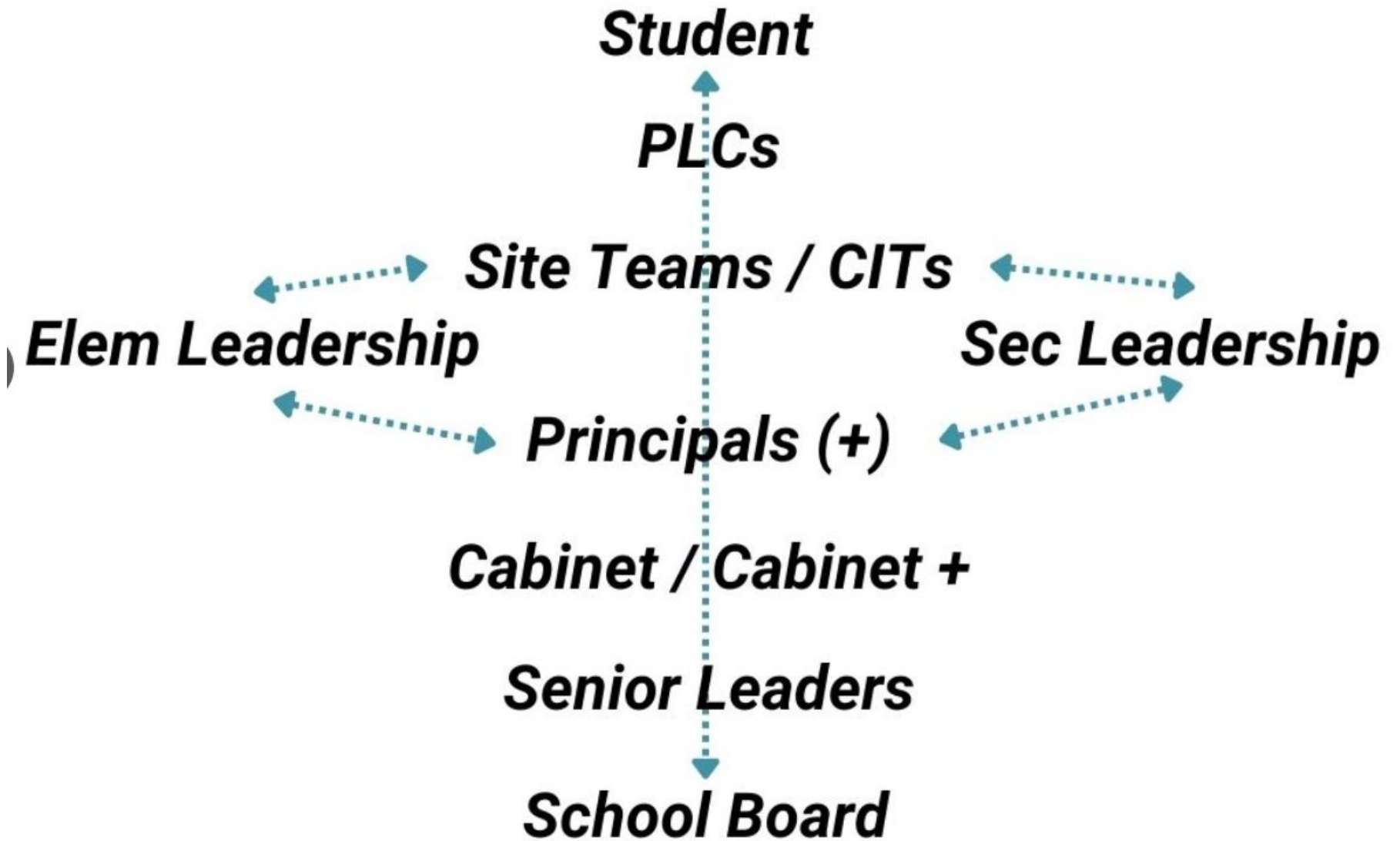
Flowchart


Student
PLCs
Site Teams / CITs
Elem Leadership
Sec Leadership
Principals (+)
Cabinet / Cabinet +
Senior Leaders
School Board

Leadership

Principals, Directors, Coordinators
Wednesday Meetings

Committees

Task Force Groups
District Committees
Working Groups

Sites

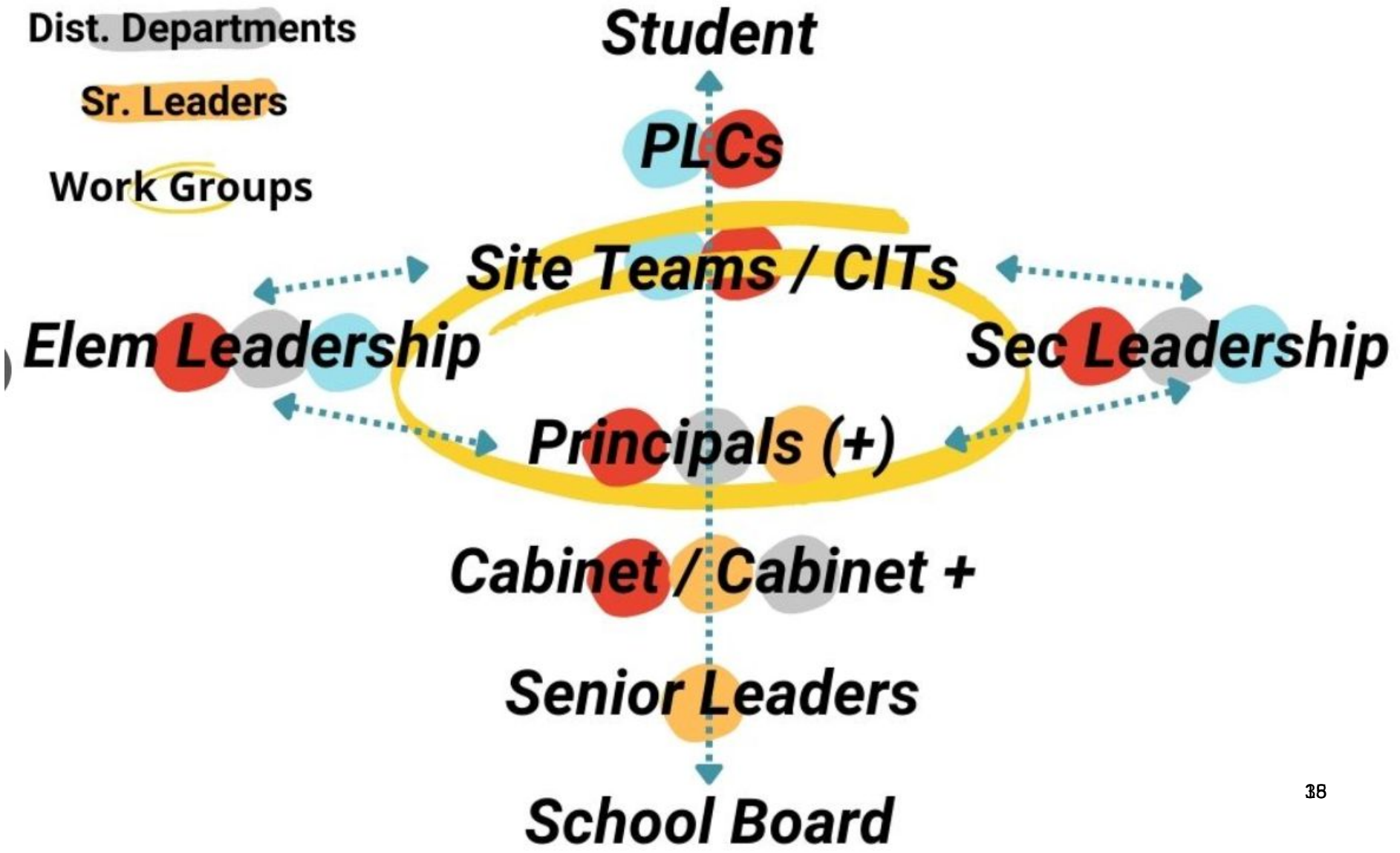
Individual buildings
Parents and Community
Teachers and students

Departments

Academic: TLE, C&I, EC, Special Services, etc.
Business Services and HR

Flowchart

Sites
Leadership
Dist. Departments
Sr. Leaders
Work Groups



Duluth Public Schools

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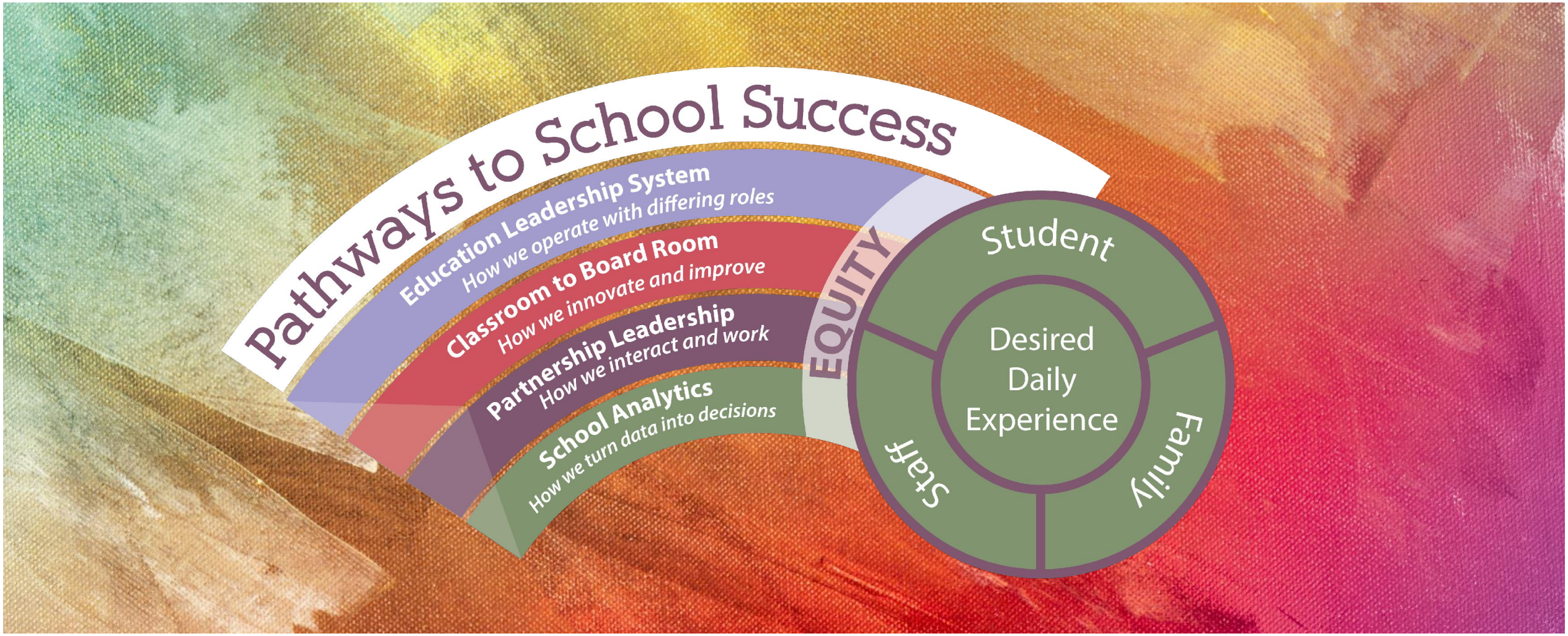

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2022 Secondary Schedule Task Force

WORKING DRAFT IN PROGRESS

Desired Daily Experiences

Students:

- Kids want to feel like they ***belong*** regardless of the color of their skin
- Desire strong, meaningful ***connections*** with other students and staff
- Desire many ***choices and options*** for courses including “real life” classes and extracurricular activities
- Has access to ***mental health supports*** and feel ***safe*** at school
- Knows what is expected of them and knows they will be ***treating fairly*** if mistakes are made

Staff:

- Have time during the work day to ***collaborate***, prepare and grow professionally
- Have ***systems and resources*** to support students’ academic social-emotional and socio economic needs
- Resources are provided to support ***safety*** at school and within departments of all students and staff
- Class sizes that allow to reach the individual, social/emotional and academic needs through ***differentiation*** and building ***relationships***

General Considerations, Process, and Timelines

Committee Resources and Agenda/Minutes

Committee Members

High School
Danette Seboe - Principal
Heidi Lyle - Teacher
Jamie Savre - Counselor
Thomas Tusken - Principal
Samantha Swanson- Teacher

District Staff
Jen Larva - Director
Anna Cawcutt - Coordinator
Anthony Bonds - Asst. Supt.
Heather Harvick - Specialist
Joan Lancour - Assistant

Middle School
Gina Kleive - Principal
Brian Kazmierczak - Principal
Tory Rock - Counselor
Deb Hannu - Teacher
Sandra Boynton - Teacher
Chrissy Valento - Teacher
Katie Oliver - Teacher
Sarah Seglum - Counselor
Jeffrey Steinsberger - Teacher

DFT
Ethan Fisher
Jim Jubenville

Committee Schedule Priorities

- Provide Flexibility for student choice
  - *Opportunities for exploration at the Middle School level*
- Allows for teacher collaboration
  - *Work within a PLC*
- Provides opportunity to engage students deeply in content and relationships
  - *Time for interventions with students (WIN-What I Need)*
  - *Maintains pathways at High School level*
- Allows us to meet the state standards
  - *Implementation of the 2018 Arts Standards*
- Is sustainable

Art Standards

Key Impacts on the Middle School Schedule

- Must offer three (3) and required to meet benchmarks in two (2) Arts areas each year
- Individual grade level benchmarks
- Separated into Five (5) Areas:
  - Music
  - Visual Arts
  - Media Arts
  - Theater Arts
  - Dance Arts
- Must be implemented in 2023-24 school year

Timeline

Date	Description
August 4, 2022	Secondary Schedule Task Force Meets for final preview
August 16, 2022	Presentation to school board for discussion
August TBD	Principals and Secondary Scheduling Task force evaluate potential courses
August 17, 2022	Presentation to QSC
August 31, 2022	Meet with Content Specialists to present any schedule and course changes
September 31, 2022	All proposed courses and changes submitted to Curriculum and Instruction
October 15, 2022	All proposed courses and changes submitted to Infinite Campus coordinator
December 31, 2022	23-24 Course Catalog completed
February 1, 2023	High School and Middle School Registration opens
March 1, 2023	Review enrollment numbers for courses
August 31, 2023 - June 30, 2023	Curriculum revisions and/or writing for new courses
23-24 School Year	Implement schedule changes

Curriculum Adjustments:

Average length of time required to create a new course is 6-9 months (includes research, writing, test, design and revisions)

- **New Course Creation Estimate** (Time will be needed to research, writing, design, test the course)
  - If nine week course up to 100-110 hours (110 Hours @ $33.46 per hour = $3680.6 per course without benefits)
  - If semester course up to 120 hours - (12 0 hours @$33.46 = $4015.2
  - If a full year course up to 150 hours - (150 hours @$33.46 = $5019.00)
  - Professional Development for all staff Teaching Course (This will be dependent on the course and the platform) (Estimate 16 hours, 6 teachers @ $23.09 per hour) $2216.64
  - Purchase of Curriculum Materials - this will be a variable, depending on the course, and the course materials needed
- **Implementation feedback and revision Course Curriculum** (Teach and revise continually - assessment, look for different materials, meeting and revision.
  - Estimate 80 hours per course
  - Example: 40 hours, 2 teachers @$33.46) = $2680

Middle School Options

Young Adolescents

Young people undergo more rapid and profound personal changes between the ages 10 and 15 than at any other time in their lives. Examples listed below:

- ***Peer opinions*** matter more than those of teachers and parents
- Capable of self-awareness, insight, and empathy
- Growth spurts and ***physical changes*** due to puberty
- May begin to ***excel*** at a subject (such as science) or a skill (such as drawing)
- ***Enthusiastic*** about school work they see as purposeful, such as research projects, science experiments, and drama productions
- ***More interest***ed in civics, history, current events, environmental issues and social justice

Taken from Yardsticks: Children in the Classroom Ages 4-14
By Chip Wood Published by Northeast Foundation for Children Inc.

2022-23 Middle School Course Offerings

Grade 6

1. English 6
2. Math 6
3. Earth Science
4. Minnesota Studies
5. Physical Education / *Music Elective (A/B day rotation)
6. Art or Business Education
7. WIN

Grade 7

1. English 7
2. Math 7
3. Life Science
4. U.S. Studies
5. Physical Education / *Music Elective (A/B day rotation)
6. FACS or Industrial Technology
7. WIN

Grade 8

1. English 8
2. Algebra 1 or Intermediate Algebra
3. Earth Science (2023-2025)
4. Global Studies
5. Physical Education or Health & Wellness
6. Electives : _____/_____
7. WIN

*Music Elective

Grade 6

Beginning Band
Beginning Choir
Beginning Orchestra

Grade 7

Intermediate Band
Intermediate Choir
Intermediate Orchestra

Grade 8 Electives

Art: Cartooning and Animation
Business Education
Family and Consumer Science
Industrial Technology
Music: Advanced Band, Choir or Orchestra
World Language: German or Spanish

Plans to consider

Plan A: Current 6 Period with Wheel

Plan B: 7 Period

Plan C: 3 x 5 Block (with or without AB)

Plan A: Current 6 Period with Wheel

Wheel Defined

Exploratory wheel classes are designed to give students the opportunity to explore topics they may wish to take in the future. The courses are introductory in nature and provide pathways into field of study in high school. These classes may be required to meet requirements of state and local standards.

Elective wheel classes are designed to have “choice and voice” for students. Students select the courses that they are interested in as long as they are meeting the requirements of state and local standards. This would look like a menu of electives that students would choose from (more like high school).

Note:
Each wheel course would be 9 weeks, or 1 quarter, in length.

Current Six Period Day with Wheel Option

Time		Quarter 1		Quarter 2		Quarter 3		Quarter 4	
8:45-9:34	Pd 1	English		English		English		English	
9:39-10:28	Pd 2	Math		Math		Math		Math	
10:33-11:04	WIN	Interventions, Enrichment and Exploration							
11:09-12:33	Pd 3	Social Studies / Lunch		Social Studies / Lunch		Social Studies / Lunch		Social Studies / Lunch	
12:38-1:27	Pd 4	Science		Science		Science		Science	
1:32-2:21	Pd 5	Phy ED	Required Arts (1) - Music	Phy ED	Required Arts (1) - Music	Phy ED / Health (8th)	Required Arts (1) - Music	Phy ED / Health (8th)	Required Arts (1) - Music
2:26-3:15	Period 6	Required Arts (2)		Wheel Explore/Elective		Wheel Explore/Elective		Wheel Explore/Elective	

Electives could include (examples): Visual Arts, Media Arts, General/Modern Music, FACS, Industrial Tech, Business/Computers, Communications, Drama, Study Skills, Film/Animation, Environmental Studies, etc.
This is where we can get creative with offerings for students.
We could also have set/required classes at specific grade levels.

Possible Wheel Courses by Grade Level

6th Grade
Exploratory Wheel
Introductory Level Classes:
Business/Computers
Industrial Technology
Family and Consumer Science (FACS)

Arts Standards (Must have 2)
(1) Art:
-Visual or Media (choice)
(2) Music:
-Beginning Choir, Band or Orchestra (choice)

7th Grade
Exploratory/Electives Wheel
FACS
Industrial Technology
Study Skills/Career Exploration -
Reading Strategies -
Business/Computers-

Arts Standards (Must have 2)
(1) Art:
-Visual, Media, Dance, Theater (choice)
(2) Music:
-General Music
OR
-Intermediate Choir, Band or Orchestra

8th Grade
Electives Wheel
Environmental Studies -
Intro to World Language -
FACS -
Ind Tech -

Arts Standards (Must have 2)
(1) Art:
-Visual, Media, Dance, Theater (choice)
(2) Music:
-Advanced Choir, Band or Orchestra
OR
-Music Elective (Modern Music, Guitar, Hip Hop, etc.)

*The exploratory and elective offerings would be defined once a decision has been made regarding a schedule.

Plan A: Current 6 Period (Wheel)

Pros:

- Staffing cost neutral option
- Potential increase student choices
- Performance music could be year long on A/B rotation
- Easier to implement
- Art Standards would meet compliance
- Introduction to several possible career pathways
- No curriculum adjustments for core content areas
- Allows for WIN and PLC
- Fits into current contract language
- Possible creation of innovative course electives

Cons:

- Less days of instruction in elective areas (quarters vs. semesters)
- Standards would need to be prioritized in 9-week elective courses
- Potential staffing challenges with having to share sites
- Does not address needs/desires of high school schedule
- Elective choices might be limited by licensing requirements

*This would be a change for Middle School only

Cost Analysis of Plan A:

- Cost impact on staffing would be neutral
  - *Same FTE but potential shifts in licensure area*
- Curriculum Adjustments (one time cost)
  - *Some classes would need to be adjusted for quarters (Wheel and Electives)*
  - *Currently there are 12 affected courses in the Middle School Course Catalog.*
  - *New courses may be created as Elective Options (assuming 6 for calculation)*

Minimum Estimated Known Cost Impact: $32,000-$54,000

Plan B: 7 Period Day

7 Period Day Defined

This is a standard or traditional schedule. Students attend class on a daily basis. All class periods start and end at the same time every day, meet at the same sequence and are the same length.

Note:
Classes would be 44 minutes in length. This would be a reduction of 5 minutes per day at the Middle School level.

Middle School: Straight 7 Period (+18 minutes)

Time Example	Sixth (6) Grade	Semester One	Semester Two
8:45-9:29	1	Math	Math
9:34-10:18	2	Science	Science
10:23-11:07	3	English	English
11:12-11:42	WIN	Interventions, Enrichment and Exploration	
11:47-12:31	4	Social Studies	Social Studies
12:36-1:06	Lunch	30 minutes	
1:11-1:55	5	Physical Education	*Elective
2:00-2:44	6	Business Education	Required Arts (2)
2:49-3:33	7	Required Arts (1)	*Elective

Impacts Band, Choir, and Orchestra (1 semester) - Adds two (2) semesters of electives for 6th graders

Middle School: Straight 7 Period (+18 minutes)

Time Example	Seventh (7) Grade	Semester One	Semester Two
8:45-9:29	1	Math	Math
9:34-10:18	2	Science	Science
10:23-11:07	3	English	English
11:12-11:42	WIN	Interventions, Enrichment and Exploration	
11:47-12:31	4	Social Studies	Social Studies
12:36-1:06	Lunch	30 minutes	
1:11-1:55	5	Physical Education	Required Arts (2)
2:00-2:44	6	Ind Tech	FACS
2:49-3:33	7	Required Arts (1)	*Elective

Impacts Band, Choir, and Orchestra (1 semester) - Adds one (1) semester of electives for 7th graders

Middle School: Straight 7 Period (+18 minutes)

Time Example	Eighth (8) Grade	Semester One	Semester Two
8:45-9:29	1	Math	Math
9:34-10:18	2	Science	Science
10:23-11:07	3	English	English
11:12-11:42	WIN	Interventions, Enrichment and Exploration	
11:47-12:31	4	Social Studies	Social Studies
12:36-1:06	Lunch	30 minutes	
1:11-1:55	5	Health	Physical Education
2:00-2:44	6	Required Arts (1)	Required Arts (2)
2:49-3:33	7	*Elective	*Elective

Impacts Band, Choir, and Orchestra (1 semester) - Adds two (2) semesters of electives for 8th graders

Plan B: 7 Period Day

Pros:

- Additional elective opportunities for students
- Could possibly have World Language and Music in one year
- Includes WIN and time for PLCs
- Added student contact minutes over the course of the school year if lengthen student school day
- No significant impact on curriculum development
- Standards met during course of school year
- Old language remains in teacher contract
- More opportunities for Special Education supports to be offered outside of core

Cons:

- More transitions for students (1 additional)
- Periods would be shortened (4-5 min)
- Teachers would see more students per day, more grading
- More classes for students to manage at once
- Adjustments needed to Transportation schedule

Middle School Cost Analysis for Plan B

- Increased staffing
  - 14-16.7% of staff reduced in 2006 when we moved from 7 periods to 6 periods
  - Rough number of additional sections needed = number of students in building / number of student to staff ratio / number of sections a teacher can teach
  - OEMS = 6 FTE ; LPMS = 4 FTE
    - Middle School = 10 FTE = $1,000,000 (Assuming 1 teacher = $100,000)
  - Teach 5 out of 7 periods (71%) vs. 5 out of 6 periods (83%) = +12% of teaching staff needed
    - Middle School = + 8 FTE
  - Estimated cost increase for teaching FTE: $800,000
- Increased time for hourly staff who work bell to bell if additional time added to student day
  - Rough estimate of 12% increase in total labor cost (teachers, paras, clerical, etc) = $825,000
- Undetermined Cost Variables
  - Adjustments to transportation
    - Would need to revisit contract with Voyageur Transit
    - End time Adjustments of 18 minutes for Middle School students
    - May drive need to adjust High School Schedule as well due to transportation schedule
  - Possible New Course Development (number TBD)
  - Union Contract Negotiations
    - Old language still exists in contract and may need revisions

Minimum Estimated Known Cost Impact: $825,000-$1,025,000

Plan C: 3 x 5 Block (with or without AB)

Definition of 3 x 5 Schedule

A 3x5 schedule is a variation of a standard period schedule. It is used in combination with a school or district calendar that has trimester terms. Schools would have five periods per day.

Students are able to complete a year-long course in either two or all three trimesters.

Note: In this case, each standard period would be 60 minutes per day. This would be an addition of 11 minutes per class at the middle school. There would be one less period per day.

MS 3 x 5 (Without AB Example)

Time Example	8th Grade	Trimester One	Trimester Two	Trimester Three
8:45-9:45	Block 1	Math	Math	Physical Education
9:50-10:20	WIN	30 min	30 min	30 min
10:25-11:25	Block 2	English	English	Health
11:30-12:30	Block 3	Physical Science	Physical Science	Rqd Arts Choice
12:35-1:05	Lunch	30 min	30 min	30 min
1:10-2:10	Block 4	Global Studies	Global Studies	*Elective
2:15-3:15	Block 5	Rqd Arts Choice	*Elective	*Elective

6th/7th Grade	Trimester One	Trimester Two	Trimester Three
Block 1	Math	Math	Required Arts Choice
Block 2	English	English	PE
WIN	30 min	30 min	30 min
Lunch	30 min	30 min	30 min
Block 3	Earth/Life Science	Earth/Life Science	6th grade TBD / Indl Tech.
Block 4	MN/US Studies	MN/US Studies	Comp/FACS
Block 5	Required Arts Choice	*Elective	*Elective

Impacts Band, Choir, and Orchestra - Reduces minutes in core content areas

Note: Not recommending a move to this model for the High School in 2023-24

Plan C: 3 x 5 without AB schedule

Pros:

- Students would have more class options/elective opportunities
- Fewer transitions (1 per day)
- Longer class length (11 min/day)
- Additional class time would be minimal adjustment for teachers
- More time allows for more in depth teaching and relationship building during a period
- Fits within current student day timeframe
- Teacher prep is slightly longer
- Students focus on only 5 classes at a time, resulting in more in depth work

Cons:

- Would be challenging for HS to implement
- Performing Music courses would be impacted
- Not all classes back-to-back trimesters
- Less time in core classes (math, ELA, Science, etc.) over the course of a year (8400 minutes vs. 6900 minutes)
- Many necessary curriculum adjustments
- Shortened time to master standards (12 week trimesters vs 18 week semesters)
- Would require a change in contract language

Alternative 3x5 with AB

Additional option to provide full year instruction in some course areas.

Allows for performance Music classes (Band, Choir and Orchestra) to be full year

Allow for students to be active in PE over the course of the year

In this scenario, we have prioritized one core instructional area, Math. Due to lower than desired student achievement scores, this would be a year long course with extended time.

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	6th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		Idea: Reading Strategies	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		Required Arts Choice (2)	
2:15-3:15	5	Science		Science		Business Education	

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	6th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		Idea: Reading Strategies	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		Required Arts Choice (2)	
2:15-3:15	5	Science		Science		Business Education	

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	7th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		Ind Tech	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		Required Arts Choice (2)	
2:15-3:15	5	Science		Science		FACS	

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	7th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		Ind Tech	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		Required Arts Choice (2)	
2:15-3:15	5	Science		Science		FACS	

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	8th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE/Health	Rqd Arts - Music (1)	PE/Health	Rqd Arts - Music (1)	PE/Health
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		*Elective	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		*Elective	
2:15-3:15	5	Science		Science		Required Arts Elective	

*Maintains two elective choices at 8th grade level

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	8th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	Health	Rqd Arts - Music (1)	Health / PE	Elective Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		*Elective	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		*Elective	
2:15-3:15	5	Science		Science		Required Arts Elective	

*Maintains two elective choices at 8th grade level

Note: Not recommending a move to this model for the High School in 2023-24

Plan C: 3 x 5 with AB

Pros:

- Some room for student choice
- Allows for PE and Music to continue all year
- Allows for one full year course to run in three trimesters (example prioritized Math)

Cons:

- Not all classes back-to-back trimesters
- Less time in most core classes (ELA, Science, Social Studies)
- Special Education opportunities may be limited as service minutes might be during core instructional periods

Cost Analysis for Plan C

- Staffing: Possible FTE adjustments
  - Added Electives
  - Adjustments to FTE for traveling
  - Assuming a 4% increase in staffing = 2.6 FTE or $260,000
- No Bussing or Transportation additional costs
- Curriculum Adjustments
  - All classes would need to be adjusted for trimesters
  - Currently there are 41 courses in the Middle School Course Catalog
    - Assuming 40-80 hours per course @ $33.46 = $54,874 - $109,748
- Undetermined Cost Variables
  - Adjustments to the DFT contract

Minimum Estimated Known Cost Impact: $370,000

8:45-3:15	Concept: Plan A 6 Period Day +Wheel + WIN			Concept: Plan B 7 Period + WIN (18 min)		Concept: Plan C 5 Block Trimester + WIN		
WIN minutes	31			30		30		
Passing Time	35			40		30		
Lunch	30			30		30		
Class Length	49			44		60		
Total Minutes Per Day	390			408		390		
Total Estimated Known Cost:	$32,000-$54,000			$825,000-$1.25 M		$370,000		
Ongoing Additional Cost per year:	$0			$825,000-$1.25 M		$260,000		
One Time Cost:	$32,000-$54,000			minimal		$110,000		
Class Days Per Year	173			173		115 or 58		
WIN minutes Per Year	5363			5190		5190		
Frequency of Class in Schedule	6 + WIN			7 + WIN		7.5 + WIN		
	Full = 1 cr	1 Sem = .5 cr	1 Qtr = .25 cr	Full = 1 cr	1 Sem = .5 cr	3 tri = 1 cr	2 tri = 1 cr	1 tri = .5 cr
Class Minutes Per Year	8477	4238	2058	7612	3806	10,380	6900	3480
Hours in Class Per Year	141.3	70.6	34.3	126.9	63.4	173.0	115.0	58.0

High School Option

High School Graduation Requirements

Course Area	*Credits*
English Lang. Arts	4.0
Social Studies	3.5
Mathematics	3.0
Science	3.0
Arts Choice	1.0
Health	0.5
Physical Education	0.5
Electives (Covid Adjust)	6.0 (21.5)
Electives (regular)	7.0 (22.5)

Required credit courses	Credit
English Language Arts Courses♦	
English 9**	1.0
English 10**	1.0
English 11**	1.0
English Electives**	1.0
Social Studies Courses♦	
Civics in Global Society	0.5
United States History**	1.0
World History or Int'l Studies (Grade 11)**	1.0
Economics (Grade 11 or 12)**	0.5
American Government and Politics (Grade 12)**	0.5
Health Courses♦	
Health	0.5

Required credit courses	Credit
Mathematics Courses♦	
Intermediate Algebra	1.0
Geometry 9 or Geometry	1.0
Algebra 2 or Algebra 2 Concepts	1.0
Science Courses♦	
Physical Science 9/Earth Science 9 Integrate	1.0
Biology**	1.0
Chemistry, Physics, or Aerospace Physics**	1.0
Physical Education Choice♦	0.5
Arts Choice♦	1.0
Elective Courses	69
Class of 2023 and 2024	6.0
Class of 2025 and beyond	7.0

Duluth's 6 Period Day (Current Schedule)	
Zero Hour	8:07 – 8:55
Period 1	9:00 – 9:48
Period 2	9:53 – 10:41
WIN	10:46 – 11:16
Period 3	11:21 – 12:09
Period 4A	12:14 – 1:02
Lunch (first)	12:14 – 12:44
Period 4B	12:49 – 1:37
Lunch (second)	1:07 – 1:37
Period 5	1:42 – 2:31
Period 6	2:36 – 3:24

HS: Six Period Day (Current)

Plans to consider

~~Plan A: Current 6 Period~~

Plan B: 7 Period

Plan B (2): 7 Period Modified

~~Plan C: 3 x 5 Block (with or without AB)~~

Straight 7 Period

Period/Time	Semester 1	Semester 2
1st Period 9:00-9:44	Advanced Band	Advanced Band
2nd Period 9:49-10:33	German 2	German 2
WIN 10:38-11:08	WIN	WIN
3rd Period 11:13-11:57	Algebra 2	Algebra 2
4A 12:02-12:46/Lunch 12:51-1:21 Lunch 12:02-12:32/4B 12:37-1:21	Biology 10	Biology 10
5th Period 1:26-2:10	English 10	English 10
6th Period 2:15-2:59	American History 10	American History 10
7th Period 3:04-3:48	Ceramics and Sculpture	Introduction to Engineering

HS: Straight 7 (+24 minutes)

7 Period Modified

Modified Block Definition

A modified block schedule uses a standard schedule as its base. It allows for classes to be modified on set days and maintains the standard schedule on others.

Note:

In this example, two block days are added to a more traditional standard schedule. Three days a week, students would go to all their classes following the standard periods, and two days a week, go to half their classes for an extended period of time.

Period/Time	Monday	BLOCK DAYS (93 min)	Tuesday	Wednesday	Thursday	Friday
1st Period 9:00-9:44	American History	BLOCK 1-2 9:00- 10:33	Period 1: American History	Period 2: German 3	American History	American History
2nd Period 9:49-10:33	German 3				German 3	German 3
3rd Period 10:38-11:22	Geometry	BLOCK 3-4 10:40-12:13	Period 3: Geometry	Period 4: Ceramics	Geometry	Geometry
4rd Period 11:27-12:11	Ceramics				Ceramics	Ceramics
5A 12:16-1:00 Lunch 1:05-1:35 Lunch 12:16-12:46 5B 12:51-1:35	English 10	5A 12:20-1:05 Lunch 1:10-1:40 Lunch 12:20-12:50 5B 12:55-1:40	English 10	English 10	English 10	English 10
WIN 1:40-2:10	WIN	WIN 1:45-2:15	WIN	WIN	WIN	WIN
6th Period 2:15-2:59	Health	BLOCK 6-7 2:22-3:55	Period 6: Health	Period 7: Biology	Health	Health
7th Period 3:04-3:48	Biology				Biology	Biology

HS: 7 Period Modified Block (Showing 1 sem only)

High School Cost Analysis for Plan B

- Increased staffing
  - Based on 14-16.7%: Rough number of additional sections needed = number of students in building / number of student to staff ratio / number of sections a teacher can teach
    - East = 9 FTE ; Denfeld = 6 FTE
    - High School = 15 FTE = $1,500,000
  - Teach 5 out of 7 periods (71%) vs. 5 out of 6 periods (83%) = +12% of teaching staff needed
    - High School = + 10.2 FTE
  - Based on 12%: Estimated cost increase for teaching FTE: $ 1,020,000 (Assuming 1 teacher = $100,000)
- Increased time for hourly staff who work bell to bell if additional time added to student day
  - Rough estimate of 12% increase in total labor cost (teachers, paras, clerical, etc)
  - $1,035,000
- Undetermined Cost Variables
  - Transportation Adjustments
    - Would need to revisit contract with Voyageur Transit
    - End time Adjustments of 24 minutes for High School students
  - Union Contract Negotiations
    - Old language still exists in contract and would need revisions, especially for modified block

Estimated Known Cost Impact: $1,035,000-$1,535,000

9:00-3:48	Current: No changes 6 Period Day + WIN		Concept: Plan B 7 Period + WIN (+24 min)		Concept: Plan B 7 Period Modified + WIN (+24 min)	
WIN minutes	30		30		30	
Passing Time	35		40		40	
Lunch	30		30		30	
Class Length	498		44		44	
Total Minutes Per Day	383		408		408	
Estimated Known Costs: (In the HS model these are ongoing costs)	-		$1,035,000- $1,535,000		$1,033,000- $1,535,000	
Class Days Per Year	173		173		103 standar period 35 block	
WIN minutes Per Year	5190		5190		5190	
Credits Earned each Year	6 + WIN		7 + WIN		7 + WIN	
	Full	1 Sem	Full	1 Sem	Full	1 Sem
Class Minutes Per Year	8160	4080	7612	3806	7612	3806
Hours in Class Per Year	136.0	68.0	126.9	63.4	126.9	63.4

High School Comparison

Wrap-Up

Alignment to Desired Daily Experiences (DDE) and Priorities

Area	***Plan A: 6 + Wheel***	***Plan B: 7 period***	***Plan C: 3 x 5***
Relationships	Same Level	Less time more kids	More time less kids
Choices and Pathways	Maybe - Determine grade requirements	Yes	Maybe - Determine grade requirements
Intervention/Support	Yes - WIN	WIN + added time	WIN + added time?
Time for Content	Yes - Current	Less per day Less per year	More per day Less per year
Sustainability	Yes - Current	Cost Impacts	Cost Impacts
Collaboration	Yes	Yes	Yes

Recommendation from Committee

Move forward with planning *Middle School* options that would fit our immediate needs:

- Address the implementation of Arts Standards
- Uses resources that are available
- Offers the most benefit to our students

While the 7 period day would be a desired option, it comes with substantial changes and significant resources. We would like to continue to explore the option as part of the longer term planning process that aligns with the District strategic plan.

Next Steps

Begin conversations with stakeholders

Gather questions and feedback from stakeholders

Include content specialists and more specialized staff as committee members

Address how options benefit students compared to our current schedule

Plan for course changes for 2023-24 school year

Future planning for High School schedule needs

Behavior, Bullying, & Suspension Incidents Report

Sept. 8th, 2022

Jacob Laurent
Climate Coordinator
Duluth Public Schools

ISD 709 Duluth Public Schools

Implicit Bias and Review of Data

Framing Bias

Attribution Bias

Confirmation Bias

Cautious When Reviewing Data

2021-2022 Behavior Incidents

2021-22 Behavior Incidents PDF

1832 Disruption / Insubordination

913 Violence / Threat (approx)

133 Attendance

75 Tech Violation (approx)

143 Alc., Tobacco, Drugs (approx)

3924 Total Incidents (469; 4341 previous 2 years in order)

21-22 Bullying and Cyber-Bullying Resolutions

Bullying and Cyber-Bullying Resolutions PDF

Working with Parents

Student Conferencing

Various Interventions; Restorative Practices

ISS/OSS

72 Bullying; 17 Cyber-Bullying

2021-2022 OSS Data

Duluth Public Schools

2021-2022 Duluth Public Schools
Total Number of OSS Days By Student Group
Annual Report - Public Copy

2021-2022	Total	Male	Female	Hispanic or Latino	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Two or More Races	Free or Reduced Lunch	Paid Lunch	SpEd	GenEd
Congdon Park	23	20	3	0		0			11	0	22	1	21	2
Homecroft	0	0	0						0	0	0	0	0	0
Lakewood	0	0	0						0		0	0	0	0
Lester Park	8	7	1	1					6	1	2	6	5	3
Lowell	7	7	0	5	0				2	0	6	1	6	1
Lowell Spanish Immersion	9	0	9	0					9	0	0	9	0	9
MacArthur	11	6	5	0	0		1		5	5	9	2	3	8
Myers Wilkins	22	16	6	2	4		4		4	8	20	2	8	14
Piedmont	58	53	5	0	0		2		49	7	52	6	9	49
Stowe	1	1	0				0		1	0	1	0	0	1
Lincoln Park	407	226	181	31	82		110		103	81	327	80	133	274
Ordean East	148	117	31	2		0	34		102	10	72	76	52	96
ALC	0	0	0						0	0	0	0		0
Denfeld	948	640	308	34	30		271		475	130	754	194	553	395
East	117	83	34	2	2	0	4		98	11	44	73	43	74
Total	1759	1176	583	77	118	0	438	0	865	253	1309	450	833	926

	Hispanic or Latino	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Two or More Races	SpEd	GenEd
Alcohol		2		1		7	1	4	7
Arson	2								2
Assault	8	13		31		99	33	79	105
Attendance	4	11		19		17	14	26	39
Bomb Threat						2			2
Bullying	2			7		22	4	13	22
Computer						1			1
Controlled Substance (Prescription)						11		1	10
Cyber Bullying						7	2	4	5
Disruption/Disorderly Conduct/Insubordination	31	33		140	9	332	113	320	338
Electronic Device Violation		1		3		11	3	3	15
Extortion				3		1	1	1	4
Fighting	11	12		94		110	44	121	150
Gang Activity				1			1		2
Harassment	1	4		3		38	8	22	32
Illegal Drugs	5	3		17		54	12	30	61
OverTheCounter Meds Against School Policy						1			1
Robbery	1							1	
Terroristic Threats						2		2	
Theft		2		2		11	3	5	13
Threat/Intimidation	3	4		28		58	16	48	61
Tobacco	7	10		9	1	39	15	36	45
Vandalism/Property Related	3	3		5	1	30	3	23	22
Verbal Abuse	1	4		20	3	34	15	50	27
Weapon	1	3		4		17	7	15	17
Grand Total	80	105	0	387	14	904	295	804	981

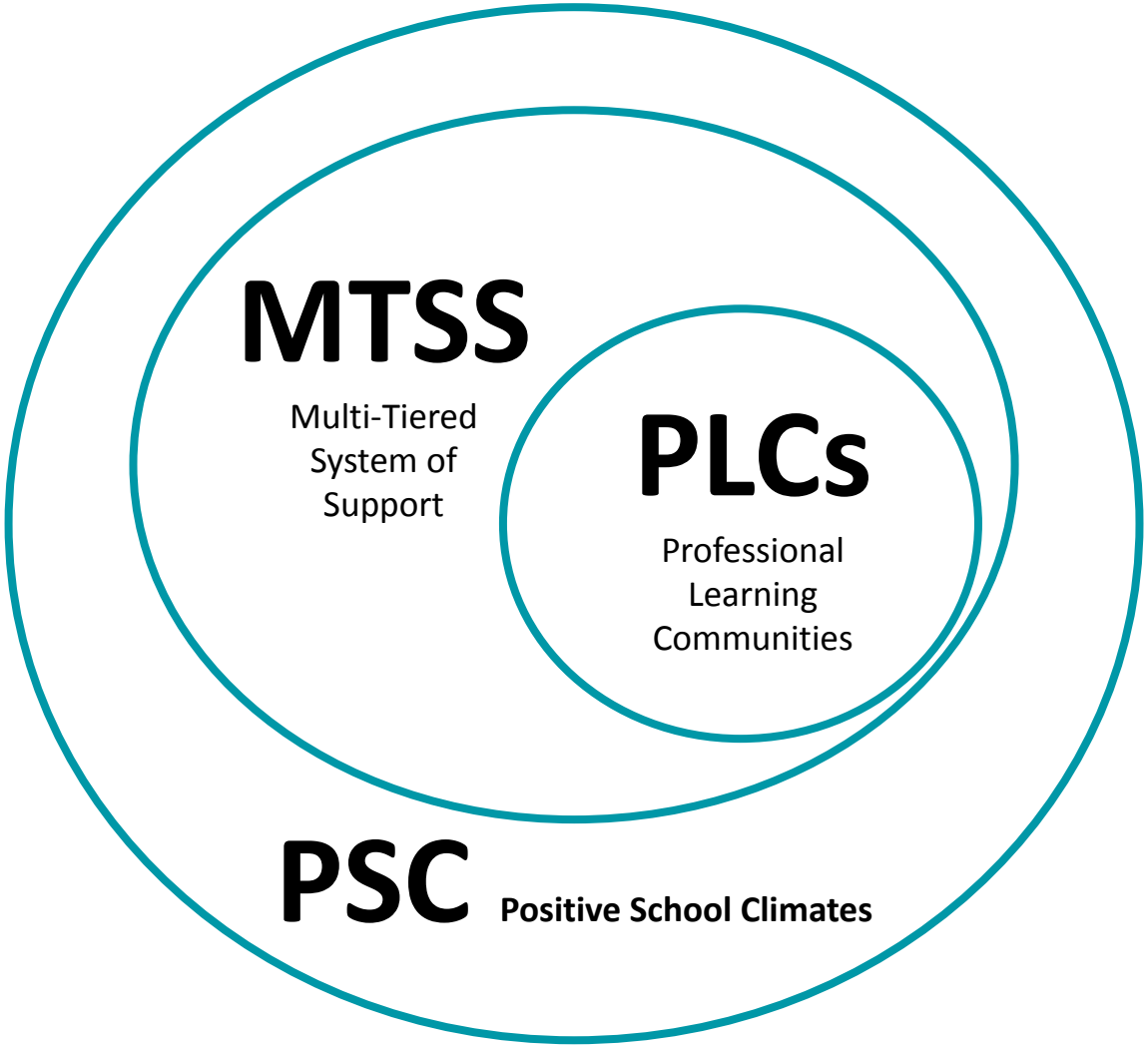
5 Year Trend: District Days of OSS

Demographic Groups	2017-2018	2018-2019	2019-2020**	2020-2021**	2021-2022
Hispanic or Latino	56	52	72	8	77
Am. Ind. or Alaskan N.	124	76	77	5	118
Asian	8	1	3	0	0
Black or Afr. American	426	424	288	25	438
Hawaiian or Pacific Isl.	*	*	*	*	*
White	648	474	475	56	865
2 or More Races	322	248	229	17	253
Special Education	876	611	519	29	833
General Education	708	664	625	82	926
Total Days Used	1584	1275	1144	111	1759

Disproportionate across:

Race	**(OSS - POP.)**
Black	(25% - 5%)
Am. Ind.	(6.7% - 3%)
2 or More Races	(14% - 10.5%)
White	(49.2% - 77%)
Special Educ	(47.4% - 19%)
Free & Reduced	(74.4% - 33%)
Female	(33.1% - 49.5%)

1759 Days of Use in 2021-2022


MTSS
Multi-Tiered System of Support
PLCs
Professional Learning Communities
PSC
Positive School Climates

Continuing the MTSS Journey

*MTSS = Multi Tiered Systems of Support

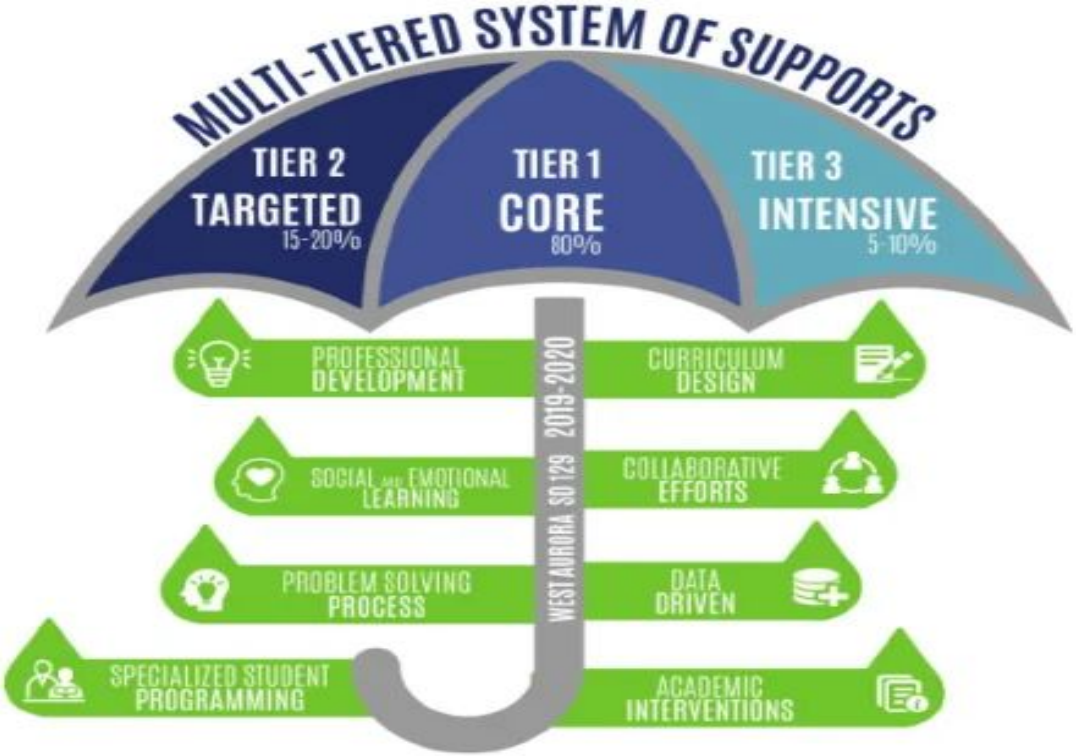
*District Team (Academic and SEB) went through training through U of MN

*Goal of completing and finalizing an operating Handbook; and ‘Quick Glance”

*Hired MTSS Social-Emotional-Behavioral Coordinators for each site

*When done with fidelity and commonality will lower Special Education referrals and proper interventions matched to students can lower disciplinary practices as well such as OSS and ISS

Under the MTSS Umbrella



2nd Step - Social-Emotional Learning Curriculum - Year 2

*Year 2 of a 5 year commitment (ESSER funded) for the Second Step digital curriculum for all students pre-k through 8th grade

*Completion Data (goal of 80% for Year 1)

-Elementary = 82.3%; Middle = 92%

*Posters and Lanyards bought for staff using the program for 22-23

*A SECL curriculum that follows students in DPS

*SOS embedded into our High Schools; Denfeld has a ‘Homegrown’ SEL

Restorative Practices

*Working with Mickelson Consulting out of Cloquet, MN

*Last year trained vast majority of support staff (int. specialists, counselors, social workers, psychs, Am. In. liaisons, mental health practitioners, deans) & Leadership (principals, AP's, district leaders).

*Posters and Restorative Chat cards to all sites

*All staff training on Restorative Chats (Aug. 2022)

Positive Behavioral Interventions & Supports

Project AWARE

- How much is the grant? = $375,000 for years 1-4 & $360,000 for year 5 (we are starting Year 2)
- Partnered with MDE; grant through SAMHSA
- Goal? = support with developing a mental health/social, emotional continuum of supports.
- Examples
  - Restorative Practices (RP) and training across the district
  - Calming Kits for Elem. Classrooms and Alternative Seating for Secondaries
  - PBIS funding for PBIS Teams and Site allocations
  - Sub Costs
  - Posters, lanyards, and other materials to assist in developing SEL competencies and building RP
  - 2 Full time Positions

Other Notables

Implicit Bias Training

Equity Audit 2021-2022

CPI Training and De-Escalation

Trauma Informed Practices

PBIS (6 schools and pre-k)

Staffing of Alt. to Suspension Rooms in our secondaries

Family & Student Handbook Review with MDE’s assistance

Some Recommendations

Recommendations

Create a stronger tie to Community

Establish & Maintain Minimum Expectations and Resources for each school

Create and Finalize MTSS district guidance and umbrella framework with individual sites aligning and altering this framework to match support at ind. sites

Continue to see 2nd Step through - provide resources, guidance, and support

Continue to switch to the proactive vs reactive (Tier 1/Universal)

Offer and continue to provide PBIS, trauma informed, and restorative practices professional development

Building a sustainable Alternatives to Suspension program at sites with high numbers of OSS

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 8, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - None**
3. **POLICIES FOR SECOND READING**
   A. Policy 208 - Development, Adoption, and Implementation of Policies 2
4. **REGULATIONS - Informational - None**
5. **OTHER**

Adopted: _____ *MSBA/MASA Model Policy 208*
Orig. 1995
Revised: _____ *Rev. 2022*

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. ~~A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.~~ An electronic copy of the school district policies shall be placed on the district website. Paper copies shall be placed in the Superintendent's office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every ~~three~~ four years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one ~~third~~ quarter of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 13, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Finance Department Report - Verbal
     - 2) Enrollment Report - None (Reports will resume in October 2022)
     - 3) Child Nutrition Department Report 4
     - 4) Facilities Department Report 6
     - 5) Technology Department Report 8
     - 6) Transportation Department Report 9
3. **Recommended Resolutions**
   - A. B-9-22-3915 - Maximum Levy Certification 11
   - B. B-9-22-3916 - Acceptance of Donations to Duluth Public Schools 12
   - C. B-9-22-3917 - Acceptance of Grant Awards to Duluth Public Schools 13
4. **Consent Agenda**
   - A. HR Staffing Report 14
   - B. Finances
     - 1) Hourly-Substitute Pay Rates Minimum Wage Increase FY23 15
     - 2) ISD 709 Game Worker Rates FY23 18
     - 3) Financial Report - August financials will be provided at a later date (after audited)
     - 4) Fundraisers - None
   - C. Bids, RFPs, and Quotes - None
   - D. Contracts, Change Orders and Leases
     - 1) Cook County Tuition Agreement with ISD 709 for Math Services in FY23 19
     - 2) St. Louis County C&C Mentor Contract FY23 25
5. **Miscellaneous Informational Items (no action required)**
   - A. District Properties Update 29
   - B. Expenditure Contracts 34
   - C. No Cost Contracts 122
   - D. Revenue Contracts 159
   - E. Grant Applications 163

Human Resources Report Summary
September 2022 Activities

1) Staffing Updates:

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

	Certified	**Non-Certified**
# New Hires	26	2
# Retirements	0	5
# Resignations	2	18
# Leave of Absences	2	4

2) HR Department Updates:

On August 23, the Human Resources Staff welcomed all new hires at a New Hire Orientation, held at Duluth East High School. Over 70 new employees attended! There is another orientation session scheduled for September 19, to catch any new employees that were hired after the initial orientation session. On August 29, the Human Resources team had a recruitment table at the Unity in the Community event- we had many people drop by asking about paraprofessional positions and are hopeful to see those people apply for positions!

Teachers on Call is now live and appears to be going well. Training was provided to all site principals and clericals over the last few weeks. Initial fill rates for absences have ranged from 53%-78.6%. In the 2021-2022 school year our fill rate for absences was below 50%. Recruitment continues for qualified substitutes. After further review of the data, in 2021-2022 we had 160 “active” substitutes in the system. To date, 60 of those have completed the process, another 24 are completing final steps, 18 have been hired as regular teachers or paraprofessionals with the District, 17 have taken other jobs or are no longer interested and 41 have not yet applied. Teachers on Call continues to reach out to the 41 that have not yet applied and are actively recruiting new substitutes as well.

Amber Pietrusa was promoted on 8/22/22 to the Benefits Coordinator position, previously serving the District as the Human Resources Assistant at our front desk. She has many years of benefits experience working with UnitedHealthcare. Sophia Tomeck was hired on 9/6/22 as the Human Resources Assistant at our front desk. Sophia comes to us from Arrowhead Abstract and Title Co. where she served as the Receptionist. Sophia has many years of experience providing customer service and supporting a busy office. Miranda Fox will start with the District as a HRIS/Payroll Specialist on 9/12/22. Miranda comes to us from St. Luke’s Hospital system where she served as an Applications Analyst supporting payroll and HRIS. She has a wealth of technical knowledge that we are excited to utilize to make our payroll and system processes more efficient.

3) Benefits Updates:

Our Benefits Team has been very busy with the start of the new school year processing benefits enrollments. We will be implementing a 529 Savings Plan and Roth Savings Plan option for employees in the next coming months and are reviewing our ancillary benefit options as we prepare for Open Enrollment later this year.

We will be launching another Calm Challenge for employees in October. Employees will need to sign up for Calm (if they haven't already), collect 100 Mindful Minutes by listening to meditations, sleep stories, and masterclasses in the app. To date, we have 41.1% enrollment in the app.

4) Hiring Updates:

Through 09/12/2022, we have posted 248 Certified positions for the 2022-23 school year. Of those postings, we have extended offers to 203.

Through 09/12/2022, we have posted 131 Paraprofessional positions for the 2022-23 school year. Of those postings, we have extended offers to 94.

Current Openings as of September 8, 2022:

Licensed:
Teachers, High School (5)
Teachers, Middle School (1)
Teachers, Special Education (1)

Non-Licensed:
Activities/Athletics (1)
Administration (1)
Administrative/Management (1)
Child Nutrition (21)
Clerical (1)
Maintenance (1)
Playground/Cafeteria Monitor (9)

Paraprofessionals (26)
Cultural Immersion Program (1)
Early Childhood Special Education (1)
Instructional (2)
Licensed Sign Language Interpreter (2)
Sign Language Facilitator (1)
Special Education Program (10)
Special Education Student Specific Setting III (5)
Supervisory Paraprofessional (3)

5) Contract Negotiations:

The last group contract to be settled is the National Conference of Fireman and Oilers. Mediation with this group was held on July 20, 2022, with more than ½ of their negotiating team not present. The main issues still open included the addition of a Field Engineer position, vacation and sick leave accrual process, minimum work hours for bus drivers, and wages. The session ended at 11:30 p.m. with the District requesting a vote from the bargaining unit on our final proposal. The vote has now been scheduled for September 24, 2022.

Child Nutrition Report
August 2022

Meals and Food Production Activity: Summer Meals are now over.
Summer Totals:

Summer Meals 2022								
Monthly Report								
Meal counts	BREAKFAST				LUNCH			
	June	July	August	TOTAL	June	July	August	TOTAL
TOTAL MEALS								
Lincoln Park	100	401	751	1252	119	529	900	1548
Lowell	724	1211	906	2841	787	1405	952	3144
Macwest bags	80	200	90	370	397	1053	466	1916
Macwest In School	452	1080	1438	2970	632	1342	1686	3660
Myers-Wilkins	125	796	759	1680	278	1230	962	2470
Piedmont	149	354	229	732	463	818	397	1678
Stowe	88	156	116	360	320	631	585	1536
Heritage Boys and	0	0	0	0	250	500	375	1125
Lincoln Boys and g	0	0	0	0	253	500	375	1128
Aicho	85	235	150	470	240	538	375	1153
Rockridge	120	150	90	360	160	150	90	400
Center City	50	0	0	50	270	600	450	1320
Neighborhood yout	30	175	150	355	60	405	300	765
TOTALS	2,003	4,758	4,679	11,440	4,229	9,701	7,913	21,843
Days of service	9	20	15	44	9	20	15	44
Average per day	223	238	312	260	60	485	528	496

TOTAL MEALS Breakfast	LUNCH
11,440	21,843

Applications for Educational Benefits (Free and Reduced Lunch forms) update:

Amount of applications completed are as follows.

- 7 paper applications completed
- 335 Online applications completed

- Current students set to expire on 10/18/22 (the allowable 30 days) of free or Reduced Status from last year—282

Students qualified for program through applications and Direct Certification from the State of Minn.

Free—2641
Reduced—540
Paid—163 (applied and didn't qualify)

Child Nutrition Employee Update:

- Held back to school training for all employees. Recertified school managers with State of Minnesota Certified Food Safety certificates.
- Looking to hire 26 employees, including hourly dishwashers

Facilities Management & Capital Project Status Report
August 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 228 work orders and are currently working on 290 open work orders.

Capital Construction

- Denfeld tower work is progressing well with three sides done and working on the last side.
- The Congdon Park window replacement project is almost done and looking good!
- New Denfeld SPED bathroom construction is nearing completion.

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

- **Construction Tasks "On The Hill"**
  - ➢ Final tasks are ongoing in the existing Facilities building which is close to complete.
  - ➢ Precast and steel is going up at the DSC and Transportation Building.
  - ➢ Abatement is occurring at CHS.

Building Operations

.

- Operations staff have been performing an excellent job with summer cleaning, and the buildings are looking good.
- There are 21 vacancies in the Facilities Operations that we are working hard as well as need to fill.

Health, Safety & Environmental Management

- Neutralization tank cleaning completed at EHS & DHS (3 year)
- Fire Marshal inspection of Garfield has been completed. Corrections underway
- ALICE instructor training held at OEMS for School & District leadership
- First safety committee meeting of the year held
- Gym hoop & operable wall inspections & maintenance complete. Some repairs to come
- Bloodborne Pathogens Written Program fully updated
- ERTK virtual training created for new employees and development day 22-23
- A repeater was installed at Lowell. In-building radio communications should improve
- OEMS radio repeater put on emergency power. Now it will run on generator power if the building power supply goes down.

Workers' Compensation Activities

August 2022

- First report of incidents:---------- 0
- OSHA recordable incidents:---------- 0
- Days away from work:---------- 0
- Days of restricted work:---------- 0

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

- First report of incidents:---------- 100

- OSHA recordable incidents:---------- 20
- Days away from work:---------- 123
- Days of restricted work:---------- 338

Technology Department - August Report (8/1 - 8/29)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 542K Emails Messages Accepted/Delivered
        - 29K were rejected
        - 686K were identified as Spam
        - 3.7K were identified as Phishing
        - 40 were identified having a suspicious attachments
        - 4.4K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 6,962 Active Accounts (Accounts for students under 13 get disabled until we get parental consent)
      - 22.3TB of storage
      - 462K Files shared externally
      - 156 Suspicious login attempts
      - 2.5K Failed user login attempts
      - Data Loss Prevention (DLP) policy
        - 21 High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None at this time
  - Near future
    - Data Center Colocation services. Currently Involta
    - E-Rate Network Switches, district wide

- **Technology Help Desk Tickets (8/1 - 8/29)**
  - 590 New Technology Support Tickets Created (182%)
  - 658 Tickets were resolved (199%)
  - 634 Tickets remain unresolved (13%)

- **Projects**
  - Cybersecurity - Working on security vulnerabilities that have been identified by Arctic Wolf.
  - Continue to work with Benson Electric to install/move wireless access points following our Blended Learning Wireless Assessment report
  - New Cisco Network Infrastructure equipment has been ordered for DSC, Transportation and Facilities. Some items have been received already
  - New AV equipment has been ordered for the DSC School Board Meeting Space. Some items have been received already
  - New Panasonic Video Security equipment has been ordered for the two Middle Schools Some items have been received already

Independent School District No. 709 - Duluth Public Schools

2022-23 Transporation Pricing Proposal

Voyageur Bus Company

8/2/2022

CPI-U Mpls-St Paul All Items July 2022 = 8.2%	2021-22	%	2022-23
Regular Ed & Special Education Route Rates:			
Bus Routes 4 hrs or less	$299.26	8.20%	$323.80
Bus Routes between 4 & 5 hours	$304.85	8.20%	$329.85
Bus Routes over 5 hr: Rate Per 15 min	$11.85	8.20%	$12.82
Half Day Rate - AM 50% of Full Day Rate			
- PM 65% of Full Day Rate			
Midday Up to 1.0 Hours	$66.39	8.20%	$71.83
Midday 1.0 - 1.5 hours	$92.21	8.20%	$99.77
Midday 1.5 - 2.0 hours	$117.82	8.20%	$127.48
Midday 2.0 - 2.5 hours	$142.27	8.20%	$153.94
Out-of-Attendance Boundary Mileage Rate	$2.33	8.20%	$2.52
Late Activity	$51.30	8.20%	$55.51
Wheel Chair Bus Addition Per Day	$14.13	8.20%	$15.29
Driver Aide Per Hour	$25.00	8.20%	$27.05
Snow Day	$11,822.55	8.20%	$12,792.00
Extra-Curricular and Athletic Trip Rates:			
In-District: Minimum Rate (Includes 2 Hours)	$131.40	8.20%	$142.17
Out-district: Under 30 miles & 4 Hrs	$198.18	8.20%	$214.43
> Additional miles over 30 (per mile)	$2.33	8.20%	$2.52
> Additional Hourly Charge (Per Hour)	$45.00	8.20%	$48.69
One-Way In-District Charter	$131.40	8.20%	$142.17
Cancelled Trip within 1 hour of load time or COA	$131.40	8.20%	$142.17
Trailer Charge	$100.00	8.20%	$108.20
Misc. Charges:			
Camera Option (per bus/day)	$3.00	8.20%	$3.25
GPS Option (per bus/day} - *if applicable*	$3.00	8.20%	$3.25
Fuel Surcharge All Categories: All fuel in excess of $1.25/gallon + 10% Variance ($1.375)			

Transportation Report
August 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.

We started the year at least three drivers down. We have hired one new driver in the month of August. COVID continues to be a concern, due to quarantine time.

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 uses Versatrans as its student transportation software. The department is busy building and/or updating about 434 routes and coordinating with Voyageur. Our department is looking forward to the implementation in November/December of Transversa for routine. There are *many* updates daily.

- 32 trips in August, 2022
- 51 scheduled so far for September, 2022

ELDT is still and will likely continue to be troublesome for some time. ELDT stands for Entry Level Drivers Training. It is a new requirement by the FMCSA (Federal Motor Carriers Safety Administration) that started on February 2nd of this year. Basically, the new requirement makes us train drivers to a different standard than we have for many years and adds in training that is not specific to bus drivers, or training that has not been required in the past.

The Transportation Department is still waiting on the arrival of two new buses. The order has been received by the vendor, and we anticipate arrival in March of 2023.

Maintenance on non-transportation vehicles “under 5” is ongoing. The department recently completed maintenance on four non-transportation vehicles. Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). A&B scheduled maintenance inspection continues as well. Preps are underway for a State inspection coming early August (9th and 10th).

The average fleet age is 7.4 years. Current average mileage is 73,500 (goal is 50,000 – 60,000).

R E S O L U T I O N
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 20, 2022 at 6:00 PM in the Media Center at East High School, 301 N 40th Avenue East, and will receive input from the public on the proposed certified levy for 2022 payable in 2023.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2022 payable 2023 at the maximum amount.

Resolution B-9-22-3915 September 20, 2022

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
East HS	Lake Superior College Manufacturing Quality Lab - downtown location	$700.00	Only used to train students on proper inspection procedures	This is part of meeting the requirements of my advisory board, and training students on proper inspection methods. This will help articulate more credit in the Machining classes for our students.
East HS	Greyhound Volleyball Booster Club	$1,349.00	For HUDL athletic stats analysis subscription	
Denfeld HS	Jason Crane	In-Kind		Denfeld High School needed professional desks for employees. Crane donated a six-drawer mahogany desk.
Stowe ES	Amy Rahja	In-Kind		Donated pencils for classroom teachers.
Stowe ES	Lewy Smith	In-Kind		

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
Northland Foundation	Jennifer Jaros ECFE Coordinator	DW	$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.

CERT LEAVE	POSITION	EFFECTIVE DATES
Gottschald, Stephanie R	GRADE 1 TEACHER/STOWE	08/29/2022
Puglisi, Linda M	UNABLE TO WORK DUE TO SURGERY 3 MONTH RECOVERY	07/27/2022

CERT RESIGNATION	POSITION	EFFECTIVE DATES
FJERAN, SASHA R	ART TEACHER/ALC/AEO	08/15/2022
VAN SCOY, SHERYL S	LIBRARY MEDIA SPECIALIST/LOWELL	09/16/2022

CERT APPT	POSITION	EFFECTIVE DATES
ABRAHAM, ALAINA M	COUNSELOR/EAST, (MA)IV, 6	08/29/2022
ACKER, ALISSA D	SPEECH PATHOLOGIST/DISTRICT WIDE, (MA(IV, 8	08/29/2022
ARNESON, DANIELLE B	SCHOOL NURSE/DW, (BA) III 8, S SWART	08/29/2022
BAUERKEMPER, KRISTEN R	GEN ED SOCIAL WORKER/ LESTER PARK, (MA)IV, 6	08/22/2022
BENOIT, TIFFANY D	GRADE 4/LOWELL, (MA)IV, 9	08/29/2022
BERGAN, DAVID A	TEMP SCHOOL COUNSELOR/EAST, (MA)IV, 9	08/22/2022
BERGERSON, KRISTIN A	PHY ED/LOWELL, (MA+45)IV, 9	08/29/2022
BERGLUND, ANNA E	GRADE 6/ORDEAN, (MA)IV, 3	08/29/2022
BERKSON, EMILY K	GRADE 4/MYERS-WILKINS, (BA)III, 8	08/29/2022
BLUMHARDT, ZOE E	READ INTERVENTIONIST/LINCOLN PARK, (MA)IV, 5	08/29/2022
DOTSON, JAINA L	LTS GRADE 1/STOWE, (BA)III, 1	08/29/2022
HAKANSON, SONJA R	CTE TCHR/EAST, 0.6FTE, (MA) IV 5, J RUDOLPH	08/29/2022
KERKHOF, LOGAN J	ART SPECIALIST/HOMECROFT/LESTER PARK, (BA)III, 1	08/29/2022
LATOUR, GLENDA I	SPANISH IMMERSION/LOWELL, (MA) IV, 9	08/29/2022
LUOMA, ROCHELLE A	SPEC ED RESOURCE/MYERS-WILKINS, (MA+30) IV, 8	08/29/2022
MATTSEN, ALICIA M	MULTI CATEGORICAL SETTING III/LESTER PARK, (MA+15) IV, 9	08/29/2022
MCMAHON, MEGAN MARIE	SPEC ED EBD TCHR/LINCOLN PARK, (MA) IV 6	08/29/2022
MORRIS, ANJA J	GRADE 7/8/ORDEAN, (MA) IV 5, P NELSON	08/29/2022
MUNROE, MARY A	INTERVENTIONIST/LINCOLN PARK, (BA)III, 8	08/29/2022
PETERSON, JODY L	SPEC ED ASD SETTING III/LAURA MACARTHUR, (MA)IV, 9	08/29/2022
PLATH, DAWN B	SPEC ED SOC WORKER/DISTRICT WIDE, (MA) IV 9, T MCGOWAN	08/22/2022
SCHOFIELD, KAISA M	MULTI CATEGORICAL SETTING III/STOWE, (MA)IV, 4	08/29/2022
THUMS, KRISTIINA M	MUSIC SPEC/LESTER PARK/HOMECROFT, (BA)III ,2	08/29/2022
WEST, JENNIFER A	LTS GRADE 1/PIEDMONT, (BA)III, 8	08/29/2022
WILLIAMS, STACY J	HOSPITALITY/ CULINARY/DENFELD, (BA)III, 5	08/29/2022
ZIMPEL, ANNE E	ECFE TCHR/DISTRICT WIDE,.775 FTE, (BA), III 9, L SCHWARZKOPF	08/29/2022

NON CERT APPT	POSITION	EFFECTIVE DATES
JONES, SARAH R	SPE ED PARA/EAST, 32.5/38WKS, 19.86/HR	08/29/2022
LEE, RANDY J	SPEC ED PARA/DW, 24/38WKS, $19.12/HR	08/29/2022

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
CORBIN, KANIKISA L	AMERICAN INDIAN LIASON/DISTRICT WIDE	08/29/2022	06/09/2023
HELQUIST, MELODIE T	SPEC ED PARAPROFESSIONAL/MERRITT CREEK	08/29/2022	01/02/2023
KUDAIBERGENOV, YERGAZY	BUS DRIVER II/TRANSPORTATION	08/09/2022	
MATTHEWS, LISA M	SPEC ED PARAPROFESSIONAL/DW	09/01/2022	10/03/2022

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
COOKE, GAIL C	FOOD SERVICE HELPER/LAKEWOOD	08/18/2022
CURNOW, LOUISE A	PRE-SCHOOL PARAPROFESSIONAL/MYERS WILKINS	07/27/2022
ERICKSON, SARAH L	ASLP FACILITATOR PARAPROFESSIONAL/MYERS WILKINS	08/26/2022
FREEL, FREDERICK,J II	BUS DRIVER II/TRANSPORTATION	08/02/2022
HILL, KRISTA R	OFFICE SUPPORT SPECIALIST SENIOR/DENFELD	08/31/2022
HUDACEK, TAMMY L	SPEC ED PARAPROFESSIONAL/DENFELD	08/15/2022
JUSCZAK, TAWNYA L	SUPERVISORY PARAPROFESSIONAL/EAST	06/10/2022
LAVIGNE, NICHOLAS C	SUPERVISORY PARAPROFESSIONAL/ORDEAN EAST	08/22/2022
MULLENIX, SUSAN L	ASL FACILITATOR/LINCOLN PARK	08/16/2022
OJANEN, PAUL	SCHOOL BUS DRIVER II/TRANSPORTATION	08/18/2022
OLSON, JOSEPH J	SPEC ED PARAPROFESSIONAL/MERRITT CREEK	08/22/2022
PEARSON, SARAH A	TOSA MATH/ALC	06/10/2022
SMITH-TREMBLE, LAURA C	EXECUTIVE ASSISTANT/FACILITIES/UHG	09/08/2022
SNEDKER, ANGELA R	SPEC ED PARAPROFESSIONAL/LOWELL	08/07/2022
SODERLIND, ADAM C	SPEC ED PARAPROFESSIONAL/ORDEAN EAST	08/15/2022
STEINKE, HUNTER M	SPEC ED PARAPROFESSIONAL/EAST	07/28/2022
TUURA, JILL D	SPEC ED PARAPROFESSIONAL/DISTRICT WIDE	08/22/2022
VIERGUTZ, JODI E	SPEC ED PARAPROFESSIONAL/LESTER PARK	08/22/2022

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
BAUERS, RENEE L	PRE-SCHOOL PARAPROFESSIONAL/PIEDMONT	11/23/2022
CONSTANTINI, THOMAS J	SPEC ED PARAPROFESSIONAL/EAST	08/01/2022
FRONDEN, KAREN A	ECFE PARAPROFESSIONAL/LESTER PARK	06/10/2022
PFINGSTEN, PATRICIA J	SPEC ED PARAPROFESSIONAL/LESTER PARK	08/24/2022
VANDELL, BRENDA M	OFFICE SUPPORT SPECIALIST SENIOR/STOWE	08/29/2022

HOURLY/SUBSTITUTE PAY RATE SHEET			
PROPOSED EFF. 9/1/2022			
COMMUNITY EDUCATION			**PROPOSED NEW RATE**
American Indian Facilitator	Hourly	**$10.33**	**$13.50**
Lifeguard	Hourly	**$10.48**	**$13.65**
Locker Room Attendant	Hourly	**$10.33**	**$13.50**
Pool Director	Hourly	**$10.33**	**$13.50**
Puppeteer	Hourly	**$10.48**	**$13.65**
School-Aged/Pre-K Worker	Hourly	**$10.33**	**$13.50**
Site Supervisor Substitute	Hourly	**$10.50**	**$13.50**
Special Needs Helper	Hourly	**$10.33**	**$13.50**
Swim Instructor	Hourly	**$11.50**	**$14.50**
Temporary Building Coordinator	Substitute	**$12.50**	**$15.50**
Youth Development Programs			
Youth Service Facilitator	Hourly	**$12.50**	**$15.50**
Cross Age Student Helper | Playground Leader | Gym Supervisor Activity Leader | Summer Youth Placement Coordinator	Hourly	**$10.33**	**$13.50**
FOOD SERVICE			
Cook and Head Cook Substitute	Substitute	**$10.48**	**$13.50**
Food Service Substitute/Non-Unit Helper	Hourly & Substitute	**$10.33**	**$13.00**
Production Manager Substitute	Substitute	**$10.50**	**$13.50**
Satellite Manager Substitute	Substitute	**$10.50**	**$13.50**
Satellite Mgr Trainer	Hourly	**$15.63**	
Retired Food Service employees are paid $1.00/hr in addition to above rates.	Substitute		
MAINTENANCE AND CONSTRUCTION			
Lead Person for Laborers	Substitute	**$10.33**	**$13.00**
Retired Trades People	Substitute	**Step B of Maintenance CBA**	
Snow Shovelers, Temporary	Hourly	**$10.33**	**$13.00**
Summer AV Repair	Hourly	**$10.33**	**$13.00**
Summer Hourly Substitute	Substitute	**$10.33**	**$13.00**
Welder and Other Skilled Trades		**Step B of Maintenance CBA**	
BUILDING OPERATIONS			
Hourly Regular Substitute	Substitute	**$11.00**	**$13.00**
Substitute for Licensed People	Substitute	**$10.33**	**$13.00**
Summer Hourly and Summer Hourly Lawn Crew	Hourly	**$10.33**	**$13.00**
Retired Custodian	Substitute	**Step B Maintenance CBA**	

Retired Custodian II	Substitute	**Step B Maintenance CBA**	
Retired Fireperson I	Substitute	**$11.85**	**$14.50**
Retired Fireperson II	Substitute	**Step B Maintenance CBA**	
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Substitute	**Step B Maintenance CBA**	
TRANSPORTATION			
Bus Helper	Substitute	**$10.33**	**$13.50**
Field Trip	Substitute	**$10.48**	**$13.65**
PRINT SHOP			
Skilled Tradesperson	Substitute	**Step A of Maintenance CBA**	
Summer Hourly	Hourly	**$10.33**	**$13.50**
PURCHASING (STOREROOM)			
Hourly Regular Substitute	Substitute	**$10.33**	**$13.50**
Hourly Student	Hourly	**$10.33**	**$13.50**
Stock Clerk (Retired Employee)	Substitute	**Step A of Maintenance CBA**	
CLERICAL			
Hourly Clerical	Hourly	**$10.48**	**$13.50**
Regular Substitute	Substitute	**$10.48**	**$13.50**
Retired/Layoff Employees	Substitute	**OSS Step 1 of Clerical CBA**	
HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 1/1/2022			
PARAPROFESSIONALS			
Career Center Assistant	Hourly	**$13.50**	**$15.00**
Career Center Coordinator	Hourly	**$13.50**	**$15.00**
Child Care Assistant	Substitute	**$13.50**	**$15.00**
Community Assistant	Substitute	**$13.50**	**$15.00**
Community Liaison	Substitute	**$13.50**	**$15.00**
Cultural Assistant (no language skills)	Substitute	**$13.50**	**$15.00**
Cultural Assistant (with language skills)	Substitute	**$13.50**	**$15.00**
Experience Center Manager	Substitute	**$13.50**	**$15.00**
Health Assistant	Substitute	**$13.50**	**$15.00**
Hearing Impaired Assistant (Signer) (Transliterator Non-Licensed)	Substitute	**$13.50**	**$15.00**
Indian Oriented Assistant	Substitute	**$13.50**	**$15.00**
Instructional Assistant (Tutor)	Hourly & Substitute	**$13.50**	**$15.00**
Licensed Interpreter for the Deaf	Substitute	**$20.00**	

Media Assistant	Substitute	**$13.50**	**$15.00**
Mental Health Practitioner Sub	Substitute	**$13.50**	**$15.00**
Occupational Therapy Assistant	Substitute	**$13.50**	**$15.00**
Physical Therapist Assistant	Substitute	**$14.00**	
Special Education Assistant	Hourly & Substitute	**$13.50**	**$15.00**
Special Education Assistant (LPN License Required)	Substitute	**$16.50**	
Special Education Assistant (RN License Required)	Substitute	**$22.50**	
Supervisory Assistant	Substitute	**$13.50**	**$15.00**
Technical Tutor			
Graphic Artist | Cultural Assistant (with language skills) | RDT | Asian Oriented | Evaluation/Testing	Substitute	**$13.50**	
MISCELLANEOUS			
Accounting Intern	Hourly	**$10.33**	**$13.50**
Assistant Examiner	Hourly	**$10.33**	**$13.50**
Cafeteria/Playground Monitor	Hourly	**$10.33**	**$13.50**
Crossing Guard	Hourly	**$10.33**	**$13.50**
Deli Assistant	Hourly	**$10.33**	**$13.50**
Deli Operator	Hourly	**$14.00**	
Desegregation Assistant	Hourly	**$10.33**	**$13.50**
GED Examiner	Hourly	**$20.00**	
Headstart Nutritionist	Hourly	**$25.00**	
Help Desk Technician	Hourly	**$13.00**	**$16.00**
HRA Headstart Resource Aide	Hourly	**$10.33**	**$13.50**
Indian Adult Basic Education Assistant	Hourly	**$10.33**	**$13.50**
Parental Involvement Coordinator	Hourly	**$10.33**	**$13.50**
Systems Maintenance Technician	Hourly	**$21.54**	
Technology Intern (2 yrs college or above)	Hourly	**$12.00**	**$15.00**
Technology Student Intern (after 17 months)	Hourly	**$10.33**	**$13.50**
Technology Student Intern(ISD#709 Student)	Hourly	**$10.33**	**$13.50**
Work Study	Hourly	**$10.33**	**$13.50**
SUBSTITUTE TEACHERS			
All Certified Substitutes	Substitute	**$125.04**	**$150.00**
Certified Retired Substitutes Only	Substitute	**$130.00**	**$155.00**
Teacher Hourly Rate of Pay	Substitute	**$22.08**	

ISD #709 Game Worker Fees 2022-23 - PROPOSED 8-9-22			
Event	**Position**	**Rate (hourly or per event)**	
Hockey	Site Mgr.	$65.00 per game	
	Site Mgr.	$95.00 (doubleheaders)	
	Score Table (two per game)	$50.00 per game (varsity)	
	Score Table (two per game)	$50.00 per game (JV)	
	Penalty Box	$50.00 per game	
	PA	$50.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Football	Varsity FB Site Mgr. (season)	$1,200 (East & Denfeld) paid by school	Did not change
	Varsity FB game manager	$105.00 per game	
	JV/9th FB game Manager	$80.00 per game	
	Press Box (4) - PA/Clock, Etc	$45.00 per game	
	Chain Gang (4)	$45.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Concession Mgr	One Game	$60.00 per game	
	Varsity FB Game	$115 per event	
	Concession Manager - fall	$1,750	Did not change
	Concession Manager - spring	$1,750	Did not change
Turf Field Site Mgr		$21.36 per hour - Mon-Saturday	Did not change
Open/Close Fee		$29.90 per hour - Sunday	Did not change
Basketball	Site Mgr. - C/JV/Var.	$85.00 per night	
	Site Mgr. - varsity only	$60.00 per gm.	
	Site Mgr. - vasity dblheader	$85.00 per night	
	Site Mgr. - MS Site	$55 for single game	
	Site Mgr. - MS Site Two Gms	$80.00	
	Score Table	$35.00 per gm.	
	Ticket Taker/Seller/Security	$35.00 per gm.	
	PA & Official Book (one person)	$40.00 per game	
Soccer & Lacrosse	Site Mgr.	$70.00 per game	
	PA & Scoreboard	$55.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Swimming	Site Manager - dual meet	$55.00 per night	
	Meet Mgr. - dual meet	$65.00 per night	
	Site Manager - Invitational	$105	
	Meet Mgr. - Invitational	$125	
	Ticket Seller - dual meet	$45	
	Ticket Seller - Invitational	$85	
	Computer Operator - dual	$45	
	Computer Operator - Invite	$85	
	PA - dual	$45	
	PA - Invite	$85	
	PA & Computer Oper - dual	$55	
	PA & Computer Oper - Invite	$105	
	Scorer - dual meet	$45	
	Scorer - Invitational	$85	
Baseball & Softball	Site Manager - Full Use	$85.00 per game	
	Site Mgr. - varsity	$60.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
	PA & Scoreboard	$55.00 per game	
Track	Dual Meets:		
	Hd Timer, Starter, Clerk	$55.00	
	& Technology	$55.00	
	Invitationals:		
	Hd. Timer, Starter, Clerk	$85	
	& Technology	$85	
Volleyball	Site Mgr.	$85.00 per night	
	PA & Official Scorer	$50.00 per night	
	Ticket Taker/Seller/Security	$50.00 per night	
	9th Gr Ref or Lines	$40.00	
Technology Help	Scoreboards/Timing systems	21.03 per hour	Did not change
		(teacher hourly rate)	
Dance Chaperone	Weekday	$45.00	
	Weekend (Sat.)	$55.00	
Trainer	Playoffs	$75.00 per game	Did not change
** Game worker rates will be $5.00 more for playoff games.			

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of August, 2022, by and between Cook County Schools, ISD 166, 101 West 5th Street, Grand Marais, MN 55604, a public corporation, hereinafter called District, and Duluth Public Schools, ISD 709, 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:

- Access and teaching of online math courses to students of Cook County Schools via the Academic Excellence Online format. These courses include:
  - Intermediate Algebra
  - Algebra 2
  - Algebra 2 Concepts

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2022 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *see specific lists attached*

3. **Reimbursement.** In consideration of the performance of the Contractor of its obligations pursuant to this Agreement, Cook County School District hereby agrees to reimburse Duluth Public Schools for its services and expenses for enrollment. Cost of enrollment is $605 per semester (.5 credits), per student, per course.

District 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.

4. **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
   c. District will be billed for services at least once each semester.

5. **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.

6. **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.

7. **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.

8. **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: Superintendent, Cook County Schools, ISD 166, 101 West 5th Street, Grand Marais, MN 55604.

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) ISD 709, Duluth Public Schools, Attn: Simone Zunich, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

9. **Assignment.** District 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 Contractor.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **Conflict of Interest and Fiduciary Duty:** The District agrees to follow ISD709 Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the Duluth Public Schools' 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.

District (Cook County Schools) Signature	41-6000677 SSN/Tax ID Number	8/24/22 Date
Contractor (AEO) Signature		8/29/22 Date
Program Director (DPS Dir. of Secondary Education)		8/24/22 Date

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

Executive Director of Finance and Business Services / Board Chair	Date

Performance insert for Contract with Duluth Public Schools and Cook County School District

Responsibilities of Duluth Public Schools:

- The following year long online courses will be taught via the Academic Excellence Online (AEO) format for students attending Cook County Schools:
    - Intermediate Algebra
    - Algebra 2
    - Algebra 2 Concepts
- Provide instruction by licensed MN teacher, hired by Duluth Public Schools under the terms of the current Duluth Federation of Teacher contract
- Communicate with Cook County ISD 166 as need arises to the High School Principal or designee
- Teachers would work directly with students and communication and input will be given as needed using the AEO format for teaching and learning
- Provide the current calendar for the 2022-2023 school year
- Students will follow Duluth Public Schools attendance policy and drop policy which states:
    - Sequential/Year-long Semester Courses (i.e. English 10, Geometry, United States History, Biology, Mathematics):
        - First Semester - Students will have ten school days after the start of the first grade period to drop without penalty.
        - Second Semester - Students will have ten school days after the start of the second semester to drop a second semester class without penalty.
    - Students who choose to drop a class after the above-mentioned timelines would have as part of their transcript a record of their credit(s) attempted and credits earned. Example: If a student drops a class after the deadline, regardless of the grade earned at the time, the student will receive no credit and will receive a grade of "I". The grade point average will be permanently affected since this would be a credit attempted, but no credit earned.
    - NOTE: The current policy relative to removing a student from a class due to lack of attendance remains in effect. That is, any student removed from a class due to excessive truancies or absences will receive no credit and a permanent "I" grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.
- Provide students access to materials and curriculum using the CANVAS Learning Management System through Duluth Public Schools.
- Report to MDE any additional reporting required for online learning
- Duluth Public Schools will collect enrollment information from Cook County Schools
- Bill for enrollment per semester

Responsibilities of Cook County School District:

- Provide Chromebooks and any technical support needed to students enrolled in online courses via the AEO

- Abide by all Minnesota laws and regulations regarding online learning
- Provide accurate and timely student enrollment, withdrawal, and other pertinent information to Duluth Public Schools. Enrollment should be submitted to personnel prior to the start of each semester
- Develop policies and procedures that define the scope of online learning at the District and provide equitable access to online resources
- Provide space for students within the school day to access the online courses
- If in person para or other support is needed for additional support, Cook County School District would need to explore the IEP and the need for the student. Any additional services needed that would be provided by the home district
- Communicate with families on updates, processes, schedules, etc.
- Assumes all responsibilities for any additional costs of the program at their location including equipment/material costs
- Assumes responsibility and all expenses for special education due process and IEP accommodations and modifications. Cook County Schools will work with Academic Excellence Online to write appropriate accommodations into the IEP.
- Assumes additional responsibilities for any cost of Professional Development to staff, including support staff, teachers and administration
- Abide by Copyright regulations for all AEO course used by students
- Follow the 2022-2023 Duluth Public Schools calendar for student days and teacher contract days which will include grading and reporting

PURCHASE OF SERVICE AMENDMENT

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY,** 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 215 N 1st Avenue East, Duluth, MN 55802, hereinafter referred to as **"DISTRICT"**, for the performance period of August 1, 2022 through August 31, 2024.

W I T N E S S E T H

WHEREAS, the County has established Contract No 17220 with District for post pandemic student reengagement services authorized by Board Resolution # 21-427, Board Memo 22-05 and Board Resolution 22-444; and

WHEREAS, section 44 of Contract No 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the County wishes to continue such services with District with the agreed upon addition of 1 FTE Mentor (additional $98,099) to serve the Area Learning Center, effective August 1, 2022; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and District agree the following sections and related exhibits of the original agreement have been replaced by the following:

SERVICES TO BE PROVIDED

2. The DISTRICT will furnish the following services (hereinafter referred to as "Purchased Services"):

	SERVICE	OBJECT CODE
2.1	C&C Mentor – 15 FTE	239-239518-695100

COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:

3.1 15 FTE mentors.

3.2 The maximum amount to be paid under this Agreement shall not exceed $1,723,076.

3.3 Expenditures incurred by DISTRICT in rendering services shall be in accordance with DISTRICT 's line-item budget incorporated herein as in **Exhibit B**, entitled **BUDGET**, and **Uniform Guidance,** entitled and incorporated herein as **Exhibit C,** and made a part of this Agreement.

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDNENT, said AMENDMENT and performance period being effective from August 1, 2022 through August 31, 2024.

DISTRICT

_____
Jill Lofald
School Board Chair

Date:_____

Federal Tax ID #41-6003776

COUNTY OF ST. LOUIS

_____
Paul McDonald
Board Chairperson

Date:_____

_____
Linnea B. Mirsch
Public Health & Human Services Director

Date:_____

_____
Nancy Nilsen
Auditor

Date:_____

Approved as to form and execution:

_____
Benjamin M. Stromberg
Assistant County Attorney

Date:_____

PS /ah

EXHIBIT B
BUDGET

14 Check and Connect Mentors- 4 sites (Denfeld, Duluth East, Ordean, Lincoln Park)
2021-2024 school years: $1,624,977

1 Mentor-Additional Site (Area Learning Center)
2022-2023 and 2023-2024 school years: $98,099

Single Salary Estimate + Benefits per Mentor	2021-2022*	$47,807.18
	2022-2023	$48,629.18
	2023-2024	$49,469.34

Budget Estimate:

Year	Amount	Notes:
21-22	$298,393.33	2021-22 is an overestimate. This is the budget for a half year; however, not all staff started in the beginning of January.
22-23	$708,353.98	This includes a 2.25% pay raise that was negotiated after the budget was submitted.
23-34	$720,710.94	This includes another 2.25% pay raise that was negotiated after the budget was submitted.
Total	$1,727,458.25	

ISD 709 shall cover costs over the contracted amount, should it be needed.

EXHIBIT C
UNIFORM GUIDANCE

The award made to your organization by St. Louis County, Minnesota as part of the Check and Connect student reengagement initiative is classified as a federal award and your organization is classified as a subrecipient subject to Uniform Guidance.

Subrecipient Name: ISD 709– Duluth Public Schools _

Subrecipient's Unique Identifier: CONTRACT #17220A

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through August 31, 2024

Amount of Federal Funds Obligated: $1,723,076.

Total Amount of Federal Funds committed: $1,723,076.

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

Pass-through entity awarding official contact: Linnea B. Mirsch

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

This award is subject to the requirements imposed by the American Rescue Plan Act and related guidance published by the U.S. Department of Treasury. As a subrecipient, St. Louis County reserves the right to access your organization's records and financial information as necessary for St. Louis County to meet its subrecipient monitoring requirements.

Closeout requirements:

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

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - The existing parking lot has been removed and site grading is in progress.
  - The remaining HVAC duct work has been installed.
  - Humidification piping and condensation drains were installed.
  - VCT in all areas were waxed and cleaned.
  - The punchlist was performed in the remaining areas on Monday, August 29th.
    - Gardner has been addressing these items and will continue to do so.

- The Public Roadway/DSC/Transportation project construction progress:
  - The precast panel installation was completed at the DSC.
  - The structural steel erection & joist and decking installation was completed at the DSC.
  - The roof work has continued, and parapet was framed at the DSC.
  - Underground electrical and plumbing installation continued at the DSC.
  - Footing & Foundation work was installed and backfilled at the Transportation building.
  - Precast panel installation has commenced at the transportation building.

- Demolition of Central High School:
  - Asbestos abatement continues to be performed throughout the building.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
  a. Facilities:
     i. Canopy installations once delivered (lead time TBD).
     ii. Exterior doors glazing installation to be completed.
     iii. The remaining punchlist items are to be addressed and closed out.
     iv. Air Handler Units are to be installed.
  b. DSC/Transportation/Roadways:
     i. Continuation of site grading.
     ii. Precast panel installation to be completed at the Transportation building.
     iii. Structural slab for Transportation will commence.
     iv. Ongoing underground plumbing, electrical, and utilities.
     v. Steel erection for Transportation and DSC will be ongoing.
     vi. The 1st floor will be poured at the DSC.

ISD 709 Duluth Public Schools

ICS

Printed on Fri Sep 2, 2022 at 11:27 am CDT

Job #: S20120C ISD #709 -DSC & Transportation - Duluth Schools
730 E Central Entrance
Duluth, Minnesota 55811

Description

Precast Install Commenced - Transportation

Taken Date	Uploaded By
08/30/2022 at 02:02 pm	Jason Johnson

Upload Date	File Name
08/30/2022 at 02:02 pm	C62F41B5-88CA-4449-ACBC-B80...

Description

Precast Install Commenced - Transportation

Taken Date	Uploaded By
08/30/2022 at 02:02 pm	Jason Johnson

Upload Date	File Name
08/30/2022 at 02:02 pm	C839B8B7-2162-4DAA-87F7-F63...

Description

Underground Electrical Install Continues - DSC

Taken Date	Uploaded By
08/30/2022 at 11:22 am	Jason Johnson

Upload Date	File Name
08/30/2022 at 11:23 am	C2F8C9A0-D036-4286-AD14-610...

Description

Underground Electrical Install Continues - DSC

Taken Date	Uploaded By
08/30/2022 at 11:22 am	Jason Johnson

Upload Date	File Name
08/30/2022 at 11:22 am	E7BC1129-3C92-4E6D-874C-3AD...

ISD 709 Duluth Public Schools

ICS

Printed on Fri Sep 2, 2022 at 11:27 am CDT

Job #: S20120C ISD #709 -DSC & Transportation - Duluth Schools
730 E Central Entrance
Duluth, Minnesota 55811

Description

Underground Plumbing work Continued

Taken Date	Uploaded By
08/23/2022 at 12:05 pm	Jason Johnson

Upload Date	File Name
08/23/2022 at 12:05 pm	6F89EC6C-FDC6-4F21-8BE4-6C3...

Description

Underground Plumbing work Continued

Taken Date	Uploaded By
08/23/2022 at 12:05 pm	Jason Johnson

Upload Date	File Name
08/23/2022 at 12:05 pm	146F6D66-896B-42D2-8DE0-083...

Description

Joist Installation - DSC

Taken Date	Uploaded By
08/08/2022 at 12:17 pm	Austin May

Upload Date	File Name
08/09/2022 at 10:29 am	47E0A35E-9634-40F6-AEEC-39B7...

Description

DSC Building Precast Installation

Taken Date	Uploaded By
08/08/2022 at 12:13 pm	Austin May

Upload Date	File Name
08/09/2022 at 10:29 am	92C5A290-18BB-479F-8DB8-3F8...

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

October 1, 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
August 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**
Paul Piszczek	$800.00*	East HS (DU)	$100-$150/hour for piano tuning when needed
Duluth Vineyard Church	$2,750.00*	East HS (DU)	45 parking spots in Duluth Vineyard Church parking lot for FY23
Per Mar Security Services	$16,500.00	Facilities (DR)	Entered as a PO – Security monitoring of the new DSC construction site
UHL	$49,585.00	Facilities (DR)	Network controller upgrades
Logikcull	$20,000.00*	Business Services (DU)	Annual renewal for service used by Business Services Coordinator for data requests
Gary Logergren	$1,050.00*	Community Ed	Deliver Comm Ed. catalogs three times a year to area businesses ($350.00/delivery)
Fuel Education	$30,000.00*	Adult Learning Center (DU)	Education software -- One-year access for grade 6-12 students
3 Owls	$2,500.00	Early Childhood (DR)	Amendment to "Standard Short Form Contract for Professional Services Between Landscape Architect and Client" on agreement dated 7/13/20
Secret Forest Playschool LLC	$3,500.00*	Early Childhood (DU)	Preschool programming for DPS student for 2 days per week at Secret Forest Playschool
Mary Ann Marchel	$5,000.00*	Early Childhood (DR)	Provide group facilitation services for ISD 709 ECFE program.

Jen Prachar	$15,000.00*	Early Childhood (DR)	Duluth preschool nutritionist/dietitian
Harmony Feldman McMcullough	$37,050.00*	Early Childhood (DR)	Duluth preschool mental health consultant
KY Interpreting	$25,000.00*	Special Services (DR)	Interpreting services as needed by the school district
Bayada Home Health Care Inc.	$78,715.00*	Special Services (DR)	Student nursing services for one student at Lester Park ES
Residential Services Inc.	$860.00*	Special Services (DR)	DSP services for student
Residential Services Inc.	$483.75*	Special Services (DR)	DSP services for student
Northwood Children's Services – Rockridge Academy Lease (3Yr)	$14,400.00*	Special Services	Renewal lease for Rockridge Academy from 7/1/21-6/30/24 – Monthly payments of $1,200.00
Soliant	TBD	Special Services (DR)	VocoVision telepractice stations
Duluth Entertainment Convention Center	$5,050.00*	TLE (DR)	Rental of Bayfront Festival Park for "Unity in our Community" event
MN Learner-Centered Network	TBD	OEE (DR)	MN Learner-Centered Network is supporting Denfeld High School to participate in the Voices Framework Project with Captivate Media + Consulting
The College of St. Scholastica	$75,000.00	Curriculum (DR)	Integrates CS curriculum and professional development & CSS tutoring program

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of August, 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Paul Piszczek, 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 3/14/22 and shall remain in effect until 6/30/23 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Piano Tuning $100-150/hour for each tuning session

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 $ 150 /a hourly and $ 800.00 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: 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) 111 S 15th Ave E, 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.

Paul Pisnozek [redacted] 8-20-2022

Contractor Signature SSN/Tax ID Number Date

Jerry Upton / by Lynn Cauhorn 8/25/22

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	433
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair 8/29/22

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of September, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Vineyard Church, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/6/22 and shall remain in effect until 6/9/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Rental of 45 parking spaces at Duluth Vineyard Church

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 $ 2,750.00 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: Business Services , 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.

Lindsey Gatlin 41-1680001 9/6/22

Contractor Signature SSN/Tax ID Number Date

Vanette Schu 9/2/22

Program Director **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	220	291	000	370	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

9/2/22

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

Per Mar Security Services
1910 E. Kimberly Rd.
Davenport, IA 52807
(563)359-3200

permarsecurity.com

Per Mar Security Services Basic Agreement

PER MAR SECURITY AND RESEARCH CORP.("PER MAR") agrees to furnish CUSTOMER with installation and services described below:

CUSTOMER INFORMATION

Billing Name ("CUSTOMER"):	**Site Name ("Premises"):**
ISD #709 Duluth Public Schools	ISD #709 - IVM
Billing Address:	**Site Address:**
215 N 1st Ave E	800 E Central Entrance
Billing City, State, ZIP:	**Site City, State, ZIP:**
Duluth MN 55802	Duluth MN 55806
Contact Name:	**Email Address:**
Dave Spooner	david.spooner@isd709.org
Phone Number:	**Salesperson:**
2183430275	David Corder

EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")

The following Equipment to be PER MAR Owned or CUSTOMER Owned under this Agreement:	The following Services to be provided under this Agreement:
CCTV/Video - CUSTOMER Owned	CCTV Service Agreement Intelligent Video Monitoring (IVM) Monitoring

INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: (Plus applicable taxes)	$16,500.00	Monthly Service Charge: (Plus applicable taxes)	$789.93
Deposit Due at Signing:	$8,250.00	Initial Term:	24 Months
Balance Due Upon Completion:	$8,250.00	Billing Cycle:	Monthly
PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.		Monthly service charge is due in advance of each billing cycle.	

SCOPE OF WORK

Additional notes: Commercial Intelligent Video Monitored CCTV System 1 - OpenEye 4TB Recorder (Install in IT Room) 1 - 6 Port POE Switch (Install in room on near cameras, wire will be ran from switch to IT Closet) 1 - Pole with Brackets to mount cameras on back corner of building 4 - Sightlogix Thermal Cameras (See Map) 2 - Axis Speakers 4 - Wall Brackets 2 - Pole Brackets Quote# Q40772 Sales rep: David Corder Customer/Business name: ISD #709 Duluth Public Schools Site contact: Dave Spooner Site contact phone: 2183430275 Site contact e-mail: david.spooner@isd709.org Site address: ISD #709 - IVM 800 E Central Entrance Duluth MN 55806 Sale type: New System type: Intelligent Video Monitor

Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. PER MAR may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of PER MAR.
6. When this Agreement includes cellular communicator futureproof protection, PER MAR will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, PER MAR will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by PER MAR technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes PER MAR to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, internet and service charges for internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. PER MAR shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER's premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify PER MAR of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any PER MAR Service Agreement. PER MAR recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to PER MAR. CUSTOMER shall be liable for attorney's fees and costs incurred by PER MAR to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, PER MAR shall have no further obligation to perform under this Agreement and may remove any PER MAR owned equipment or alternately abandon all or any portion of the System.
10. PER MAR hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, PER MAR will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than PER MAR, or any other cause other than normal wear and tear. PER MAR MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.PER MAR does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Per Mar is not liable for consequential or incidental damages.
11. PER MAR, its representatives, successors, assigns, suppliers and/or the manufacturers of the Equipment used by PER MAR (collectively "PER MAR/SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER's property or value of the contents thereon. PER MAR/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at, the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if PER MAR/SUPPLIES is found liable for loss or damage due to failure of PER MAR/SUPPLIERS to perform any of the obligations herein, such liability shall be limited to the maximum sum of the greater of one thousand dollars ($1,000.00) or the amount due PER MAR from CUSTOMER for the first one (1) year for Services under this Agreement collectively for PER MAR/SUPPLIERS. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of PER MAR/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein is reflected in the pricing of the System to be provided by PER MAR to CUSTOMER hereunder. CUSTOMER may obtain a higher limitation of liability from PER MAR by paying an additional fee to PER MAR. Agreeing to a higher limitation of liability does not mean that PER MAR/SUPPLIERS are insurers.
12. CUSTOMER agrees to indemnify, defend and hold harmless PER MAR/SUPPLIERS, from any loss, cost or expense, including reasonable attorneys' fees and costs, on account of any claim for economic losses, personal injury, including death, or property damage (real or personal) by any person or entity not a party to this Agreement arising out of or in connection with the operation or nonoperation of the System.
13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases PER MAR/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to PER MAR to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against PER MAR/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against PER MAR/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against PER MAR/SUPPLIERS.

15. This instrument contains the entire Agreement between CUSTOMER and PER MAR with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of PER MAR, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by PER MAR in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND PER MAR to be binding.
18. PER MAR shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

NOTICE OF RIGHT TO CANCEL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by PER MAR of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to PER MAR at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of PER MAR regarding the return shipment of the goods at PER MAR'S expense and risk. If you make the goods available to PER MAR and PER MAR does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PER MAR, or if you agree to return the goods to PER MAR and fail to do so, then you remain liable for performance of all obligations under this Agreement.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed:	DocuSigned by: Catherine Erickson 353DDB8A52D84F1...	CFO	6/29/2022
	SIGNATURE	**TITLE**	**DATE**

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: DocuSigned by: Susan Richards 31BA0CA481B4479... Date: 7/8/2022

System installed and operative this 9th day of August, 2022.

DocuSign Envelope ID: 7C5FB71A-1880-4120-B708-C7D4FE2267DD

July 29, 2022

UHL
Attn: Garrett Niska & Greg Koetz
4444 Airpark Blvd
Duluth, MN 55811

RE: Proposal #GN21100R1 UHL - Network Controller Upgrades

Dear Garrett,

Attached please find your **Proposal #GN21100R1** between ISD #709 and UHL for the above referenced project. Please, sign and date **via DocuSign.**

Please provide the following prior to the current COI on file's expiration date of January 1, 2023:

- **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 a copy of the Proposal 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)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: 7C5FB71A-1880-4120-B708-C7D4FE2267DD

4444 Airpark Blvd.
Duluth, MN 55811

PROPOSAL

Proposal #: GN21100R1
Date: 7/14/2022

To: ISD 709 Duluth Public Schools
730 East Central Entrance
Duluth, MN

Project: ISD 709 Network Controller Upgrade

Attention: Corey Karren

We propose to furnish the materials and/or perform the labor necessary to: Provide and upgrade to the remaining AX Network controllers.

This Includes:

A. (5) New Jace 8000 network controllers.
B. 5 Year software maintenance subscriptions for the new network controllers.
C. 5 year software maintenance renewals for (1) existing Jace 8000 and (1) N4 server.
D. Complete installation of new controllers.
E. Testing and verification of new controllers.

Exclusions:

A. Overtime
B. Painting / Patching

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **$49,585.00**

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Garrett Niska
DocuSigned by:
Account Manager
Greg Koutz
0D8626EEC8E74D0...

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

DocuSigned by:
Accepted by: John Magas
BC3FA7AD6E9C40F...

Name (print): John Magas

Title: Superintendent

Company Name: Duluth Public Schools

Date: 8/18/2022

DocuSigned by:
03GD622B0754143F...
8/15/2022
Program Supervisor:

Date:

Budget Code: 05 E 335/525/475 865 380 550 000

DocuSigned by:
David Spooner
1AFAF2485495425...
8/15/2022
Program Manager:

Date:

DocuSign Envelope ID: 7C5FB71A-1880-4120-B708-C7D4FE2267DD

Uhl Company, Inc. – Terms and Conditions of Service

1. Customer's signature on the attached Proposal forms a binding agreement between Customer and Uhl Company, Inc. ("UHL") for the work described in the Proposal according to the Terms and Conditions contained herein (hereinafter the "Agreement").
2. UHL agrees to use competent personnel and industry standards to perform its work in a timely and professional manner.
3. All labor is to be performed during UHL's normal working hours, unless specified elsewhere in the Proposal.
4. The prices contained in the Proposal are good for 30 days. If at any time the materials, equipment or parts contained in the Proposal become subject to a tariff, levy or other price increase of more than 5% due to action by the U.S. or a foreign government, then UHL shall be entitled to an increase in the price of this Agreement equal to increase in the price of the materials, equipment or parts.
5. UHL represents that it carries Worker's Compensation, general liability, automobile liability, and excess liability insurance policies. Customer shall carry any other insurance necessary for the protection of the project or Customer's interests.
6. Payment is due within 30 days of UHL's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights that may exist.
7. In the event of Customer's default of its obligations under this Agreement, other than its payment obligations, UHL will give 10 day's notice to cure. If Customer remains in default after the 10 day cure period, UHL may terminate this Agreement and recover the balance due, in addition to all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed. In the event Customer fails to make payment within 30 days of being invoiced, UHL may immediately cease all work under this Agreement without notice and cancel this Agreement, at which time the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed.
8. If, for any reason, Customer directs a cessation of the work on all or any part of the project, UHL shall be paid for the portion of its work completed at the time of cancellation, including all expenses incurred by UHL in securing the project and ceasing work.
9. Unless otherwise specified in the Proposal, UHL will not furnish any performance or material payment bond. If a bond is requested, Customer agrees to reimburse UHL for the cost of the bond.
10. All labor is warranted for 90 days (except in the case of compressor replacements, which carry a 30 day warranty), while materials, equipment and parts are warranted according to manufacturer specifications. UHL's warranty obligations do not arise if the failure is the result of faulty installation or abuse by others, incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the materials, equipment or parts. Manufacturer warranties may include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. If the standard manufacturer's warranty does not provide for this additional coverage, Customer shall be responsible for payment of these costs to UHL.
11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL's WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
12. ANY AND ALL CLAIMS AGAINST UHL MUST BE BROUGHT WITHIN ONE YEAR OF PERFORMANCE OF THE WORK UNDER THIS AGREEMENT. UHL'S LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL UHL BE RESPONSIBLE FOR ANY CLAIMS FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT.
13. UHL's pricing does not include any cost that may be incurred due to the existence of hazardous material or its removal or disposal, unless specifically provided for in the Agreement. If costs are incurred by UHL due to the existence of hazardous material, those costs will be paid by Customer without the need for written approval.
14. This Agreement, including these Terms and Conditions and the Proposal, constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and Customer agrees that it is not relying on any representation made by UHL that is not contained herein.
15. These Terms and Conditions may in some instances conflict with terms and conditions or other documents issued by Customer. In such case, the Terms and Conditions contained herein shall govern and Customer acknowledges and agrees that acceptance of this Proposal is conditioned upon Customer's acceptance of the Terms and Conditions herein.
16. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any causes beyond the reasonable control of UHL. If such a delay occurs, the completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

logikcull

Logik Systems, Inc
DEPT LA 25121
PASADENA CA 91185-5121
Ph: 1-800-951-5507
ar@logikcull.com

Invoice

Invoice # : INV135990

Date : 8/1/2022

Business Address

Duluth Public Schools
Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802-2058
United States

Bill To

Duluth Public Schools
Duluth Public Schools
2402 W Michigan St
Duluth Minnesota 55806
United States

Invoice Amount Due

$20,000.00

Due on Receipt Automatic

Quantity	Item	Rate	Amount
1	**Subscription** • Logikcull Discovery Solution: drag & drop collection & ingestion, automated processing, ECA & review platform, search capability, unlimited production & exports ○ Unlimited Users ○ Unlimited Active Matters ○ Dedicated Customer Success Manager ○ Premium Solution ○ 100 GB (gigabytes) of Active Storage data space • Premium in-app support with 24/7 coverage	$20,000.00	$20,000.00

Dear Customer,

Given the challenge of handling physical checks during this time, we urge customers to consider paying by ACH.

TO PAY VIA ACH/BANK TRANSFER

Bank: Silicon Valley Bank
ACH/Wire Routing #: 121140399

Credit Account: Logik Systems, Inc.
By Order Of: Your Business Name / Invoice #

SWIFT USD code: SVBKUS6S

Email Remittances To: ar@logikcull.com

Account #: 3302497035

Click on this link if you'd like to pay online via credit card or bank account.

For customers who still prefer to pay by check, please note our new mailing address for customer payments:

NEW ADDRESS FOR USPS PAYMENTS

Logik Systems, Inc

DEPT LA 25121

PASADENA CA 91185-5121

FOR COURIER DEPOSITS (FEDEX, UPS, ETC.)

Logik Systems, Inc

25121

14005 LIVE OAK AVE

IRWINDALE CA 91706-1300

Subtotal	$20,000.00
Tax	$0.00
Total	$20,000.00
Amount Paid	$0.00
Invoice Amount Due	$20,000.00

8/31/22

Simone Zunich, Exec. Dir. Of Finance and Business Services

INV135990

AGREEMENT

THIS AGREEMENT, made and entered into this ___1st__ day of ____September__, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and _____Gary Logergren_____, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ___September 1, 2022__, and shall remain in effect until _September 1, 2023_, unless terminated 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 programs or services to be performed by contractor) Deliver Community Ed Catalogs 3 times per year to area business.

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.

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 $___350.00 per delivery_, Total not to exceed $1,050 for FY 23.

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 care of:__Community Education_____, ISD 709, Duluth Public Schools, 4316 Rice Lake Rd, Duluth, MN 55812. 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:__Gary Logergren, 2340 Hover 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 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.

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.

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	CONTRACTOR
_____	_____
ISD 709 Community Ed	Date
_____	_____
Contractor	Date

Budget Code 04-E-005-505-321-305-000

_____ 9-7-22

CFO/ Superintendent Date

Q-74573

fueleducation™
the new power of learning

4316 Rice Lake Rd Ste 168 55811

This Online Educational Products and Services Order (this "Order"), dated as of 9/2/2022 (the "Order Effective Date"), is between Duluth Public School District, ~~215 N 1st Ave E, Duluth, MN 55802~~ ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: Simone Zmuda Date: 8-31-22

Name (Print): Simone Zmuda Title: Exec Director BS Services Finance

Accepted by FuelEd:

DocuSigned by:

Signature: Pat Neeman Date: 9/1/2022

82588F05718B456...

Name (Print): Pat Neeman Title: SVP Finance

1. Period: 9/2/2022 through 9/1/2023 and is not eligible for a renewal period.
2. Territory: Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
1	Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available. Materials ordered separately.	$30,000.00	$30,000.00

4. Description of Educational Products.

Enterprise, Site and Enrolled User License Model
Enterprise, Site, and Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a limited and defined period of time, including alternative education and hospital homebound students. The Enterprise, Site and Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure the intended use for part-time/blended programs and alternative education populations.

K12 and FuelEd Online Courses
Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at https://www.fueleducation.com/materials.

5. Description of Services.

Hosting Solution:
The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.
Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

Site & Enterprise License, and ELL & Stride Skills Arcade Student License Terms:
Customer will be invoiced for the ordered number of Site and/or Enterprise licenses and ELL & Stride Skills Arcade Student Licenses promptly following the Order Effective Date. All payments are due within thirty (30) days of the Customer's receipt of the invoice. No refunds, credits, or cancellations are allowed.

01-211-611-303-000 146000

530

DULUTH PUBLIC SCHOOLS
Early CHILDHOOD
Education Birth to Age 5
ECFE • HEAD START • PRESCHOOL

August 1, 2022

Amendment to "Standard Short Form Contract for Professional Services Between Landscape Architect and Client" on agreement dated 07/13/2020. In addition to staff training and educational sessions, Duluth Preschool also requests the following supplemental services:

3 Owls' services during the construction of this project may include, but are not limited to:

- Project team collaboration
- Clarification of design drawings & specifications
- Construction meetings, including progress meetings, pre-installation meetings, regular site visits and field observation, with documentation.
- Documentation of punch lists
- Review of products, samples, substitutions, mock-ups, site layout etc.
- Review of change orders
- Review of payment applications
- Review of substantial completion and final completion
- Plant inventory & documentation at one-year review

3 Owls will not be responsible for continuous observations; construction means, methods, techniques, sequences and procedures; project safety; or contractor performance.

3 Owls' services after completion of the construction of this project may include, but are not limited to:

- Development of standard maintenance and operations plan
- Development of risk assessment and management plan
- Ongoing design consultation as needed

These services will follow the same conditions as outlined in our original agreement, with a fee of $50/hour.

These supplemental services as listed are to be completed by the end of the 2022-2023 school year, unless further request in writing has been submitted.

Contractor Signature	Date 8/11/22
Head Start Director	Date 8/12/22
Facilities Manager	Date 8/24/22
CFO Duluth Public Schools	Date 8/24/22

215 N 1st Ave E - Rm 300 Duluth, MN 55802 P: 218.336.8815 F: 218.336.8819 E: earlychildhood@isd709.org www.ISD709.org

ISD 709 Duluth Public Schools

DULUTH PUBLIC SCHOOLS
Early CHILDHOOD
Education Birth to Age 5
ECFE · HEAD START · PRESCHOOL

Supplemental Information

- Estimated cost up to $2500 or 50 hours at the rate of $50 per hour.

Budget Codes
83.86% 04-E-005-579-503-305-000
16.14% 04-E-005-579-285-305-000

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 8, 2022 and shall remain in effect until June 8, 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) Tuesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 8, 2022 and shall not extend beyond June 8, 2023; the contract not to exceed a total of 71 Days (attending 2 days per week. The District will pay a $150.00 Annual Programming Fee and 2 days per week @ $335.00 per month).

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 a $150.00 Annual Programming Fee, $335.00 per month and $3,500.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will 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 Secret Forest Playschool, 3727 W. Arrowhead Road, 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.

Meghan Mollman — SSN/Tax ID Number — 6/22/22 Date

Contractor Signature

Jason Crane — 8/17/22 Date

Program Director

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

This contract is funded by either:

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

Please check the appropriate line below:

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	L	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

Amber Smith — 8/18/22 Date

CFO Superintendent of Schools / Board Chair

[redacted]

ISD 709 Calendar 2022-23 School Year

Secret Forest Playschool

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

KEY DATES

- First day for Grade 1-12 students - September 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

Adopted by the School Board on February 15, 2022. Calendar also available at www.ISD709.org

ISD 709 Duluth Public Schools

Form 3001 Item #35-05-002900

Section: 1

[redacted]

Duluth
4316 Rice Lake Road
Suite 103
Duluth MN 55811-4012
Tel 218-336-8700

SERVICES

RECEIVED

Support and services are based on peer reviewed research.

Special Education and Related Services (primarily direct instruction and services)

Statements of Special Education and related services	Start date	Frequency	Minutes per session		Location	Anticipated duration
			Indirect	Direct		
Overall Development	09/12/2022	8/sessions	10	35	Across Settings	1 year
Deaf and Hard of Hearing	09/12/2022	28/sessions	10	35	Across Settings	1 year
Audiology	09/12/2022	2/year	60	0	Across Settings	1 year
Communication	09/12/2022	1/week	5	15	Across Settings	1 year

Membership Hours in Community Preschool Placement

Placement	Start date	Frequency	Minutes per session	Anticipated duration
Integrated Preschool Program	09/08/2022	2/week	480	9 months

Child Specific Paraprofessional Support

☐ Yes ☑ No

[redacted]

Special Transportation

☐ Yes, explain: ☑ No

Interpreter required for service delivery

☐ Yes ☑ No

Extended School Year

[redacted]

Least Restrictive Environment (LRE) Explanation

Explanation of the extent, if any, to which the student will not participate with non-disabled students in the regular classroom and other activities. *See* 34 C.F.R. § 300.320(a)(5).

[redacted]

Tuition for Secret Forest Playschool will be paid for by ISD 709 for the 2022-2023 school year.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2021 and shall remain in effect until June 9, 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.** Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education (ECFE) program. Scope of services to include guiding Reflective Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jennifer Jaros, 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 Mary Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Mg Marchel [redacted] 8-9-22

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	580	325	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

Anthony Bart Program director 8/25/22

~~CFO / Superintendent of Schools / Board Chair~~ Date

Simone Zunich 8/26/22

Simone Zunich, Exec. Dir. Of
Finance and Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, Jen Prachar, 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: *Head Start Nutritionist, flexible hours as needed.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 22nd, 2022 and shall remain in effect until June 9th, 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.** *(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 $43 hourly and $15,000 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool, 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) 44 Serenity Way, Esko, MN 55733.

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.

Jennifer Ochar [redacted] 8/14/22

Contractor Signature SSN/Tax ID Number Date

Sherry Wilson 8/15/22

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).

04 04	E E	005 005	579 579	503 285	305 305	00- 83.86% 00- 16.14%
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

Simone Zunich 8/22/22

Simone Zunich, Exec. Dir. Of Finance and Business Services Date

187

Duluth Preschool Nutritionist/Dietitian Job Duties

- Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;
- Consult with the Health & Nutrition Services Coordinator;
- Review all child files for dietary and nutritional needs;
- Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;
- Reflect cultural and ethnic preferences, and include a wide variety of foods;
- Work with food service, nurse and families on special diets for identified food allergies
- Monitor food safety practices;
- Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;
- Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up;
- Monitor and coordinate oral health activities in the program;
- Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;
- Provide information and materials for nutrition education activities in the classroom;
- Coordinate and provide nutrition education at parent meetings;
- Consult with teachers regarding concerns about children's eating;
- Update and revise nutrition area of the program plan;
- Serve as liaison to nutrition and food resources in the community;
- Member of Head Start Health Advisory Committee;

Other duties as assigned by supervisor.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Harmony Feldman McMCullough , 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: *Head Start Mental Health Consultant.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 22nd, 2022 and shall remain in effect until June 9th, 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.** *(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 $65 hourly and $37,050 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 Preschool , 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) 2610 E 3rd St, Duluth, MN 55812.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 7/19/22

Contractor Signature SSN/Tax ID Number Date

7/26/22

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).

04 04	E E	005 005	579 579	503 285	143 143	00- 83.86% 00- 16.14%
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

8/22/22

Simone Zunich, Exec. Dir. Of
Finance and Business Services

Date

Duluth Preschool Mental Health Consultant Duties

Contract Purpose

The Mental Health Consultant (MHC) provides consultation to staff and parents, and observations and written reports of individual and groups of children to the classroom staff and Mental Health Coordinator in order to promote the social and emotional well-being of children in Head Start. These services will be rendered in roughly half of our sites, while the Mental Health Coordinator is responsible for the other half.

Contract Requirements

1. Provide informal behavioral health assessment information for children either with an elevated ASQ:SE and/or teacher concerns.
2. Schedule follow up meetings with classroom staff and parents to discuss findings from the observation and offer suggestions and strategies for helping the child function more successfully in the classroom and/or at home. (Child Action Plan)
3. Consult with Mental Health Coordinator to refer children/families as needed for further mental health assessments.
    a. Revisit the classroom as needed to model interventions, observe effectiveness of interventions, and modify as needed.
    b. Provide follow up information to teacher, family, or family advocate.
4. Make whole class observations and submit subsequent written reports to look at group dynamics and other issues when several children have behavior issues (Classroom Action Plan).
5. Meet with classroom teams, as requested, to reflect on concerns/issues that may arise.
6. Consult with Family Advocates on an as needed basis
7. Assist in the implementation of Circle of Security Classroom
8. Assist Mental Health Coordinator in development of Professional Development as is relates to trauma informed care, challenging behavior, and mental health and wellness
9. Carry out roles and responsibilities as a mandated reporter

Duluth Public Schools
Special Services Department
215 N 1ST Ave. E. Duluth, MN 55802
218-336-8740

INDIVIDUAL OR AGENCY – Purchase of services

This consultant Agreement is by and between Duluth Public Schools and the Agency or Individual(s) named. Services to be provided and other details have been listed below.

Name / Agency:	KY Interpreting
Address:	3251 Dahl Rd
Telephone #(s):	218-393-3504
Social Security or Federal ID Number:	26-3754494 W-9 Must be Attached
Description of Service To be Performed:	Interpreting Services as needed by the school district
Population to be Served:	Students and staff requiring ASL-English Interpreting Services
Location of Service:	Any ISD 709 Location
Required Qualification:	Nationally Certified Interpreter or activity perusing certification File Folder if Needed:
Date(s) of Services:	September 6, 2022 - June 8, 2023
Rate of Pay:	$65.00 per hour (2 hour minimum at $130.00), Not to exceed $25,000.00
Invoicing Procedures:	Invoices sent monthly
Cancellation Requirements:	All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public Schools.

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (NLC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches $600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other part. Any copy of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES

Kathleen Youngblom — KY Interpreting — 8/4/22 Date

Jason Ceaser — Duluth Public Schools - Director of Special Education — 8/15/22 Date

John Magyar — Duluth Public Schools - CFO — 8/19/22 Date

Budget Code: 01 E 005 405 740 305 000

CONTRACT FOR STUDENT NURSING SERVICES
PERTAINING TO WENDELL S-S. #260-304

This AGREEMENT is made and entered into this 25th day of August 8/26/2022, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Lester Park Elementary School** located at 5300 Glenwood St., Duluth, Minnesota 55804, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, **WENDELL S-S. #260-304** (hereinafter referred to as **STUDENT**).

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
8. Attestation of employee vaccination or exemption status where applicable.

C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.

1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
   a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT.**
d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.

2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.

C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.

D. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures, or (3) any exposure to the COVID 19 virus except when the sole cause was from a **BAYADA** specific confirmed exposure.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA,** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or $10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $65.00/hour for RN or $55.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.

C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **August 31, 2022** and will remain in effect through **August 30, 2023**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

A. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than a thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.

B. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.

3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.

B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA.**

G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or

electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: _____

Heather Scherping
Associate Director
Signing with authority for
BAYADA Home Health Care, Inc.

Date: 8/26/22

Ex Direct Bs Serv.

Signing with authority for
Lester Park Elementary School

Budget Code
01 E 005 416 740 394 000

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Contractor

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

Services

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

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

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

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

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

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

Fees

The date of service will begin ***July 1, 2022*** and shall not extend beyond ***August 31, 2022,*** the contract not to exceed ***15 days*** and ***40 hours***. The district agrees to reimburse Residential Services Inc. $21.50 per hour for a sum not to exceed ***$860.00*** for the time worked with [redacted] while participating in school activities.

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor,* and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

x District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

X Services are consultative with special education staff.

X Services are during times of Distance Learning only.

X Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

___ Services to be provided at school site(s)

XX Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
   A. Statutory State Coverage
   B. Employee Liability Coverage with the following limits:
   Bodily Injury by Accident 100,000 Each Accident
   Bodily Injury by Disease 100,000 Each Employee
   Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

   A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
   Combined Single Limit: $1,500,000
   Personal Injury Liability $1,500,000
   Products Completed Operations $1,500,000
   General Aggregate $1,500,000
   B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of $1,500,000 each occurrence / $1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

Governing Laws

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

Residential Services Inc.

Signed: _____

Title: _____

Date: _____

Duluth Public Schools

Signed: _____ Signed:

Title: Director of Special Education Title: Executive Director of Finance & Business Services

Date: _____ Date: _____

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Contractor

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

Services

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

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

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

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

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

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

Fees

The date of service will begin ***June 1, 2022*** and shall not extend beyond ***June 30, 2022,*** the contract not to exceed ***6 days*** and ***22.5 hours***. The district agrees to reimburse Residential Services Inc. $21.50 per hour for a sum not to exceed ***$483.75*** for the time worked with [redacted] while participating in school activities.

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor,* and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

x District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

X Services are consultative with special education staff.

X Services are during times of Distance Learning only.

X Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

___ Services to be provided at school site(s)

XX Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
   A. Statutory State Coverage
   B. Employee Liability Coverage with the following limits:
   Bodily Injury by Accident 100,000 Each Accident
   Bodily Injury by Disease 100,000 Each Employee
   Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

   A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
   Combined Single Limit: $1,500,000
   Personal Injury Liability $1,500,000
   Products Completed Operations $1,500,000
   General Aggregate $1,500,000
   B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of $1,500,000 each occurrence / $1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

Governing Laws

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

Residential Services Inc.

Signed: _____

Title: _____

Date: _____

Duluth Public Schools

Signed: _____ Signed:

Title: Director of Special Education Title: Executive Director of Finance & Business Services

Date: _____ Date: _____

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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Soliant®

ADDENDUM A
Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Diane Johnson		
Client:	Duluth Public Schools		
Assignment Start Date:	09/06/2022	**Assignment End Date:**	06/08/2023
Position:	Tele - DHH		
Hours per Week:	40.00		
Bill Rate per Hour	$ 97.00	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$ NA		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	Not Applicable		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.

c) Client agrees to approve Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
John Mayes	9/1/22	DocuSigned by: William McCrary F6C4D8D419324B2...	8/3/2022
Client Representative Signature	Date		Date
John Mayes		William McCrary	
Print Name		Print Name	
Superintendent		William McCrary	
Title		Title	

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Rev 04.2022

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ADDENDUM B
Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
John Mapp	9/1/22	DocuSigned by: William McCrary F6C4D8D419324B2...	8/3/2022
Client Representative Signature	Date		Date
John Magas		William McCrary	
Print Name		Print Name	
Superintendent		William McCrary	
Title		Title	

DocuSign Envelope ID: A6F8239E-7B23-4A4D-92CD-EC31561DB045

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
John Magas 9/1/22		DocuSigned by: William McCrary F6C4D8D419324B2...	8/3/2022
Client Representative Signature	Date		Date
John Magas		William McCrary	
Print Name		Print Name	
Superintendent		William McCrary	
Title		Title	

DocuSign Envelope ID: A6F8239E-7B23-4A4D-92CD-EC31561DB045

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial

DECC Duluth Entertainment Convention Center

August 10, 2022

Duluth Public Schools - ISD#709
Anthony Bonds
4316 Rice Lake Road, Suite 108
Duluth, Minnesota 55811

Dear Anthony,

Thank you for selecting Bayfront Festival Park to host the ISD #709 All School Kickoff Picnic on Monday, August 29, 2022.

Attached is your rental agreement for review. Please sign and return to the DECC within seven (7) business days of your event along with your payment of $5,050.00. At that time, we will execute the documents and a signed original will be returned to you for your records.

For any public event or groups at Bayfront, the DECC requires a copy of the certificate of insurance naming the City of Duluth, Duluth Economic Development Authority (DEDA), Lake Superior Center Authority (LSCA) and the Duluth Entertainment Convention Center (DECC) as additional insured; per Article #13-17 of your Rental Agreement. If you haven't already, please send a copy of the certificate of insurance to our attention at the DECC within seven (7) days of your event.

If you have any questions or concerns regarding this contract, please feel free to reach out to Jeff Stark at (218) 623-1238 or Emma Deaner at (218) 623-1234. We look forward to hosting you in the park!

Best,

Jeff Stark

Jeff Stark
DECC Director of Operations
Bayfront Festival Park Director

Emma Deaner

Emma Deaner
DECC Entertainment Curator
Bayfront Festival Park Manager

Duluth Entertainment Convention Center

BAYFRONT FESTIVAL PARK
RENTAL AGREEMENT

Prepared by Park Management Company - Duluth Entertainment Convention Center
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, the Duluth Entertainment Convention Center, Assigned Bayfront Festival Park Manager, herein called the "DECC" does hereby give permission to the following:

Organization/Company Name: **DULUTH PUBLIC SCHOOLS - ISD #709**
(hereinafter referred to as the "Permittee")

Address: **4316 RICE LAKE ROAD, SUITE 108**
Contact Name: **ANTHONY BONDS**
Telephone: **(218) 336-8739**
Email: **ANTHONY.BONDS@ISD709.ORG**

Name of Event: **ISD #709 ALL SCHOOL KICKOFF PICNIC**

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Move In Day: Monday, August 29, 2022
Event Day: Monday, August 29, 2022
Move Out Day: Tuesday, August 30, 2022

Park Hours: 8:00AM - 10:00PM
Move-In/Move-Out Hours: 8:00AM - 5:00PM
Event Time: 4:00PM - 7:00PM

Entire Bayfront Festival Park to Include:
Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees and Deposits to be paid by Permittee are in the amounts and on the basis and terms as follows:

Refundable Deposit for Bayfront Rental	**$2,200.00**
Bayfront Festival Park Rental - Waived per City of Duluth Administration	~~**$1,355.00**~~
Bayfront Waste Removal - Full Service	**$1,050.00**
Bayfront Portable Restrooms - Full Service	**$1,800.00**

Total fees due with signed contract: $5,050.00 - payable to DECC
All fees must be submitted to DECC 7 days prior to your scheduled event.

Plus the Following Permits or Actions being taken by Permittee:

- *Caterers License provided to DECC for any alcohol sales or distribution at park*
- *Security plan between Permittee and Duluth Police Department when alcohol is served (#'s 11 & 20-21)*
- *Proper Garbage Service, Containers and Clean Up plan in place (#3)*
- *Proper number of Portable Toilets for size of group (#4)*
- *Tent plan approved by DECC - Event Planning Department prior to event day (#'s 6-8)*
- *Proof of event insurance provided to DECC prior to event day (#'s 13-17)*

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures ("Subletee(s)"). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Subletee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Subletee access to the EVENT.

MAINTENANCE AND OPERATION

2. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.

3. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site – as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

4. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the DECC, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.

5. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approve roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE's employees, Subletees, contractors, agents of PERMITTEE, or its patrons. The DECC may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

6. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the DECC of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a DECC park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.

7. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of on-ground utilities, PERMITTEE shall first secure the permission of DECC and comply with all applicable codes and laws pertaining to said installations.

8. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the DECC representative, and all necessary building permits are secured. All construction

or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.

9. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

10. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.

11. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure the public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted.

LIMITS OF USAGE

12. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

13. PERMITTEE shall provide Public Liability Insurance with limits not less than $1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

14. The CITY, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and DECC (Duluth Entertainment Convention Center) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and DECC. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.

15. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.

16. Neither the City or DECC does not represent or guarantee that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.

17. If PERMITTEE conducts the sale of any product or service through any third party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and DECC as additional insured.

HOLD HARMLESS

18. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and DECC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or DECC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or DECC, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or DECC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

19. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

20. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its subletee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

21. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Policy Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

22. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PERMITTEE shall provide all requested financial information.

WORKER'S COMPENSATION

23. PERMITTEE and all third party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

24. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to the DECC in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

25. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. The DECC shall provide its employees or authorized agents, Bayfront Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

26. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD PARTY RIGHTS

27. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit DECC. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.

AMENDMENTS

28. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

29. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

30. This Agreement, together with all of 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.

COPYRIGHT

31. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

32. This Agreement may be terminated by the DECC upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

33. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

34. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

35. The waiver by the CITY or PERMITTEE of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

Dated this 10th day of August, 2022

DULUTH ENTERTAINMENT CONVENTION CENTER

By: DFA
Executive Director
Duluth Entertainment Convention Center (DECC)

By: Anthony Bonn
Permittee Signature

Assistant Superintendent
Permittee Title

8/11/22
Date

01-E-005-605-171-401-00

MN Learner-Centered Network

Julene Oxton
Lead Coordinator
juleneoxton.179@gmail.com
952.457.0170

MLCN website

Voices Framework Project Partnership with Captivate and MLCN

MLCN is supporting Denfeld High School to participate in the Voices Framework Project with Captivate Media + Consulting. The following expectations are to be fulfilled in this partnership between Denfeld HS, Captivate Media and MLCN.

Timeframe: Aug 2022 - April 2023

Aug - Sept	Preliminary work with project leads
Oct	Student interviews
Nov - Dec	Video creation, previews/revisions
Jan	Final 15-20 min. Video available
Jan - Feb	Sharing internally (PD opportunities)
March	Participating schools share learning to the larger network at an MLCN event

MLCN is Committing to:

financially supporting the project with $20,000, to be paid to Captivate Media. MLCN is in contract with Captivate on your school's behalf.

contributing to the focus of the interviews regarding student centered learning principles

a Leadership Team member coordinating communication between the schools within this project and will be available to support your project team directly when needed.

Denfeld HS is Committing to:

providing a school team of 3-5 people to work with Captivate and MLCN to ensure this project moves forward in a timely manner.

creating space and time for students and staff to participate in the Voices Framework full process to include:

- Staff communication and establish focus topics
- Student identification and selection
- Scheduling student intro. meeting, video sessions, video preview
- Hold meetings for facilitator team, debrief meetings and to create recommendations
- Schedule and co-plan PD meetings for student/staff

connecting with the other MLCN schools in the VF project 3 times between Sept - March to reflect on shared experience and next steps to benefit the participating schools and for MLCN: elevate more storytelling to promote the SCL movement in MN.

Agreed and Signed By

Julene Oxton - MLCN Coordinator
Superintendent

Date _____

John Magas

Date 8/8/22

Budget Code
01 E 005 211 160 304 011

Statement of Work

1. **Purpose**. The purpose of this project is two-fold. First, new Minnesota subject standards will be in effect over the coming years, starting with Art in 2023-24. All new standards are integrating computer science and computational thinking, but very few teachers have experience or background in CS/CT. In order to prepare ISD709 educators to teach integrated CS/CT, CSS will create and implement a professional development program. Second, students continue to need tutoring to support learning loss from the pandemic and to address achievement gaps among students. CSS will continue to provide tutoring services for ISD709 students. Trained CSS students will provide online tutoring for K-12 ISD709 students. Appointments are booked and conducted through Setmore, an online application.

2. **Objectives and Outcomes.**
   Objective #1. The integrated CS/CT PD program will increase the capacity of ISD709 educators to teach CS/CT in their subject and grade level areas. Specifically, it will achieve the following outcomes:
   a. Create or adapt CS/CT integrated curriculum aligned to MDE standards for 4 subject and grade level areas
   b. Provide up to 8 hours of professional development to 40 teachers
   c. Increase the CS/CT knowledge of participants
   d. Increase the confidence to teach integrated CS/CT
   e. Implement at least 2 hours of integrated CS/CT lessons in classrooms of 40 teachers, reaching up to X students.

   Objective #2. The tutorial program will provide online tutoring support. Tutoring is free for all ISD 709 students.
   a. Provide 717 hours of online tutoring to K-12 students in ISD709

3. **Work and Requirements**. To complete these objectives, the following tasks will be completed on this tentative schedule:

Month(s)	**Task(s)**
Objective #1. Integrated CS Curriculum & Professional Development	
September	Finalize team to lead project and refine timeline and tasks Gather feedback on lesson ideas for Jan-Mar implementation
Sept. & October	Create aligned curriculum Design professional development Recruit teachers to participate

November	Provide professional development
December	Refine curriculum as needed
January - March	Teachers implement curriculum in classrooms
April	Teacher final reports due and stipends issued
May	Analyze impact and reflect on future changes
Objective #2. CSS Tutoring Program	
Sept 2022 - June 2023	Provide free online tutoring to ISD709 K-12 students .

4. **Start and End Dates**. September 1, 2022 through May 31, 2023.

5. **Payment.** $75,000
Funds will be used to support both objectives as follows.

Educators will receive a stipend of $1,000 for attending the professional development, implementing the activities, and writing a report reflecting on the implementation. This stipend will also include $400 that educators can use to purchase supplies and materials for their classroom. (Stipends are calculated at 12 hours -- 6 hours of PD and 6 hours to implement and write a report -- at $50/hour for $600 + $400 for supplies.) Approximately 10 teacher leaders from ISD709 will receive an additional $500 stipend to prepare to lead the subject area breakouts during the professional development day.

The faculty coordinator is provided a 1 credit/semester stipend of $2794. CSS student tutors are paid at the student employment rate of $15/hour. CSS will be able to provide up to 717 hours of tutoring with the funds requested.

Total Request of $75,000:

Objective	**#1 - CS PD**	**#2 - Tutoring**
Total CSS Personnel	$10,140	$13,550
Total Supplies & Equipment	$6,700	
Total Stipends	$43,000	
Total Meals	$1,610	
TOTAL:	**$61,450**	**$13,550**

College of St. Scholastica	1S0709
Name: Ryan Sandefer	Name: Fr. John Magnus
Title: Vice President for Academic Affairs	Title: Superintendent
Date: 8.10.22	Date: 8/8/22
Signature:	Signature:

Budget Code
01 E 005 211 150 304 000

LEASE
between
NORTHWOOD CHILDREN'S SERVICES
DULUTH, MINNESOTA
and
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1st day of July, 2021 by and between, and Independent School District #709, a public corporation, party of the First Part, hereinafter called the Lessor and Northwood Children's Services, a Minnesota Corporation, party of the Second Part, hereinafter called Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee herby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 4849 Ivanhoe St, Duluth, MN 55804, designated as Rockridge Academy heretofore referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2021, until the 1st day of July, 2024, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2021, and ending June 30, 2024, the sum total of Fourteen thousand, four-hundred 00/100ths Dollars ($14,400). This shall be paid in monthly installments of $1200 the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of providing behavioral health day treatment services to students served by ISD 709, and for no other use or purpose without the written consent of Lessor. Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

Lessor shall provide Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by Northwood Children's Services, Inc. in accordance with the terms of its charter from ISD 709 shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorney's fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessee's use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorney's fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areaways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any pervious termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenantable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.
use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.

b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.
liability insurance, in the amount of or greater than One Million Dollars ($1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise; this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessor, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessor addressed to: Independent School District #709, 215 North First Avenue East, Duluth, Minnesota 55802 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessee, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessee addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

NORTHWOOD CHILDREN'S SERVICES
Lessee

Eric W Berg 8/19/22
Eric Berg, Board Chair Date

8/19/22
Richard Wolleat, Date
President & Chief Executive Officer

INDENDEPENT SCHOOL DISTRICT No. 709
Lessor

Simone Zunich
Simone Zunich, Exec. Dir. Of Date 8/22/22
Finance and Business Services

SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN'S SERVICES, as Lessee, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessor, and relating to school known as Merritt Creek Academy.

1. Rockridge Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

		Lessee		Lessor
a.	Heat	X		
b.	Water	X		
c.	Sewage	X		
d.	Electricity	X		
e.	Telephone	X		
f.	Lawn Care	X		
g.	Garbage Removal	X		
h.	Snow Removal	X		
i.	Janitorial Service	X		
j.	Security	X		
k.	Other (as agreed once specified)	X	and/or	X

2. Rockridge Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

		Lessee	Lessor
a.	Windows	X	
b.	General Exterior	X	
c.	Roof	X	
d.	Structural	X	
e.	Interior of Leased Premises	X	
f.	Parking Lot and Driveway	X	
g.	Sidewalks, drainage & lawns	X	
h.	Interior Plumbing of Leased Premised	X	
i.	Exterior Plumbing of Leased Premises	X	
j.	Electrical of Leased Premises	X	
k.	Heating and Mechanical	X	
l.	Replacement of existing desks, chairs, school equipment		X

3. Insurance. Parties shall secure and pay for insurance as follows:

a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of $1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.

b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

Lessee: President & CEO
Northwood Children's Services
714 W. College Street
Duluth, Minnesota 55811

Lessor: Director of Business Services
Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessee/Security Party

Northwood Children's Services
714 West College Street
Duluth, Minnesota 55811

LESSEE:

Eric Berg, Board Chair — Date: 8/19/22

Richard Wolleat, President & CEO — Date: 8/1/22

Lessor/Debtor

Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

LESSOR:

Simone Zunich, Exec. Dir. Of Finance and Business Services — Date: 8/22/22

No Cost Contracts Signed
August 2022

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
Lake Superior Swim Club	Comm Ed	Renewal of collaboration between ISD 709 and LSSC for swim lessons
Children's Dental Services	Special Services	Renewal of school-based dental clinics for FY23
University of MN Duluth	Curriculum	Offering college courses for DPS students for 2022-2023 school year
MN State Colleges & Universities	Superintendent	Southwest Minnesota State University is responsible for offering a BA teaching education program
YES Duluth	TLE	Coordinating services to youth aged 14-24 who are experiencing barriers to success in reaching benchmarks leading to economic self-sufficiency
Minnesota Humanities Center	OEE	Two live performances of Kumbayah: The Juneteenth Story on Sept. 16, 2022
HDC	MTSS Coord.	DPS and HDC will work together to meet the needs of students, families, and staff
Booster	Homecroft ES	Allows for credit card payments – Booster adds fee on to the payment

AGREEMENT BETWEEN
Independent School District 709, St. Louis County, MN,
and the Lake Superior Swim Club
2022 - 2027

THIS AGREEMENT is entered into by and between Independent School District 709 ("ISD 709"), 215 North First Avenue East, Duluth, MN 55802, St. Louis County, Minnesota, and the Lake Superior Swim Club ("LSSC"), a non-profit corporation licensed and qualified to do business in the State of State of Minnesota, 739 Mellwood Avenue Duluth, MN 55804.

Collaboration between ISD 709 and LSSC
WITNESSETH

WHEREAS, ISD 709 owns and operates the indoor swimming pools at their middle school facilities ("pool"), an indoor swimming pool, for the benefit of the students and citizens of the Duluth school district, and

WHEREAS, LSSC is a non-profit organization formed in 2011 to conduct swim programming for all ages and skill levels in the community, and

WHEREAS, ISD 709 and LSSC desire to work cooperatively to provide basic, competitive and advanced swimming opportunities for all ages in the community, and

WHEREAS, LSSC provides the community with a source of lifeguards and swimming instructors, and

WHEREAS, ISD 709 is in a position to provide employment opportunities for LSSC youth interested in using and enhancing their swimming skills, and

WHEREAS, LSSC has and will continue to advocate for swimming pool budgets and capital improvement projects, and

WHEREAS, LSSC swimmers serve as Duluth ambassadors to other communities.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term and Effective Date.
This agreement shall be effective upon signature by both parties and shall be in effect until June 30, 2027, unless sooner terminated as provided in this contract.

Section 2. Staff Qualifications.
LSSC shall ensure that any staff provided by LSSC to assist with the swim program shall have the following minimum qualifications:

a. Current certification of safety training for swim coaches issued by the Red Cross or similar organization; and

c. Certificates in first aid and cardiopulmonary resuscitation, issued by the Red Cross or similar organization.

Section 3. Supervision at Pool.
LSSC pool activities will be subject to appropriate pool supervision. LSSC members including coaches, board members and volunteers shall comply with instructions issued by ISD 709

officials. LSSC activities must be under the direction of a LSSC coach, assistant coach or other LSSC designee at all times.

LSSC will provide pool supervision for any third party use of the pools.

Section 4. Pool Use Schedules.
ISD 709 shall make the Middle schools, Ordean and Lincoln Park, ("Pool") available for use for pool activities by LSSC for LSSC activities according to the schedule below. In consideration of the reserved use of the pool, LSSC agrees to schedule and pay for pool use according to the following:

a. *Meeting/Schedules.*
(1) LSSC Head Coach/Executive Director and ISD709 Community Education Site Coordinators will form a Pool Schedule committee.
(2) LSSC will provide ISD 709 general meet information as early as possible in May.
(3) By June 1 of every year, LSSC will provide local meet information and yearly schedule to the ISD 709 liaison.
(4) At an annual meeting to be held before August 15 of each year, the Head Coach/Executive Director of LSSC will finalize the schedule for the following year, including but not limited to swim meets, school holidays, fund raising, pool closures and school inservice days.
(5) ISD 709 will inform LSSC of planned pool closures.
(6) LSSC will inform ISD 709 of any changes to the pre-approved schedule at least two weeks in advance.
(7) ISD 709 shall attempt to accommodate all reasonable requests on the schedule. Revisions to the schedule may be made at the discretion of the Head Coach/Executive Director of LSSC and shall be agreed upon in writing by both parties.
(8) LSSC is the coordinator of the Pools with maximum utilization being considered.

b. *Pool Time and Changes.*
Pool hours reserved for LSSC are listed below. LSSC agrees to notify ISD 709 of any changes to these hours in writing or by email at least two weeks in advance. ISD 709 agrees that there will be no charge for any change made two weeks or more in advance.

LSSC agrees to pay ISD 709 one half of the current rental rate per hour for pool hours not used due to a change made less than two weeks in advance. ISD 709 will notify LSSC at least two weeks in advance of changes to the schedule made at ISD 709's request, excluding changes resulting from unforeseen mechanical problems or other unexpected events.

Section 5. Pool Use Rates.
In consideration of reserved use of the pool, LSSC agrees to pay ISD 709 according to the following fees:

Annual Rates:
LSSC will pay an annual fee per the schedule below for use of the facilities.

September 1 - August 30,2022: $7070.00
Every year after: Previous years rent + 3% (or CPI whichever is higher)

In addition, fifty percent of any operating profits in excess of the annual value of the monthly fees will be paid to ISD 709 prior to September 1 of each year. This will be offset with services and staffing of activities by community programs unaffiliated with LSSC.

LSSC will share its 990 Tax Return, financials, and demographics every August. LSSC and ISD 709 will meet every April, August, and December to discuss the partnership.

Swim Meet Facility Rental Fee:
The swim meet facility rental fee, based upon the use of first floor of the facility, will be determined by mutual agreement at the annual scheduling meeting.

ISD 709 and LSSC agree that LSSC or 3rd party usage hours that fall outside of the normal Maintenance Department staffing hours will be subject to a separate mutually agreed upon charge to cover necessary wages, benefits and overtime.

Specific locations and details of use shall be discussed each year at the annual meeting.

Section 6. Invoices.
ISD 709 shall invoice LSSC monthly for pool use time and no-show rates. All invoices will be paid within 30 days of the date of invoice.

Section 7. Storage.
Storage of LSSC equipment shall be pursuant to Attachment 1, attached hereto.

Section 8. Improvements and New Equipment.
ISD 709 must approve any LSSC plans for modifications that may impact the physical building, utilities systems, pool equipment or operations prior to purchasing new equipment or committing to that action.

Section 9. Equipment.
LSSC and ISD 709 have agreed to jointly manage equipment listed in Attachment 1 as joint use items. All other equipment purchases are the responsibility of each group.

Section 10. Relationship between LSSC and ISD 709.
LSSC is not a partner, joint venturer, employee or agent of ISD 709 and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of or for the benefit of ISD 709. LSSC, its agents, employees, and members are not entitled to any insurance coverage, whether workers' compensation or otherwise, or any other benefits accorded to ISD 709's employees.

Section 11. Termination.

This agreement terminates automatically on July 31, 2027, but may be sooner terminated by mutual agreement of the parties or by either party at will upon 3 months written notice to the other party. In the event that this contract is terminated, LSSC shall be entitled to retain or receive only the monies paid or owed by the ISD 709 for services actually rendered prior to the effective date of the termination. LSSC shall refund to the ISD 709 all monies paid for services that were to be rendered after the effective date of the termination.

Section 12. Hold Harmless and Indemnify.
Neither party shall be liable to the other party for any claims, liabilities, or damages of any kind, or for injury or damage to persons or property caused by or resulting from the use, maintenance, supervision, or other action or omission related to the pool by the other party, its employees, agents, contractors, representatives, or invitees. The party whose employees, agents, contractors, representatives, or invitees are damaged or who are alleged to have caused the damage shall indemnify and defend the other party from any claims, actions or lawsuits in accordance with this section.

Section 13. Insurance.
LSSC agrees to keep and maintain in full force and effect at LSSC's own expense for all participants in LSSC activities during the entire period of this agreement, insurance for LSSC activities pursuant to a policy with USA Swimming, or its equivalent. This policy is provided to members of USA Swimming and provides secondary accident medical insurance and liability insurance. The policy shall cover the risks for the amounts satisfactory to the risk manager.

Such insurance shall name the ISD 709 as an additional insured and shall require that the insurance company give not less than thirty days prior written notice to ISD 709's risk management officer prior to any cancellation, non-renewal, or reduction in the amount or coverage.

Section 14. No Third Party Beneficiaries.
Nothing in this agreement shall be construed to give any person other than ISD 709 and LSSC any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of ISD 709 and LSSC.

Section 15. Notice.
Any notice, demand, request, consent, approval, or other communication that either party desires or is required under this agreement to give to the other party or any other person shall be in writing and shall be mailed or served personally to the person and address below. Parties shall promptly notify each other in writing of any change in this information.

ISD 709: John Magas
ISD 709 – Duluth Public Schools
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218.336.8752

LSSC: Howard Leathers
Head Coach / Executive Director
2801 Branch Street
Duluth, MN 55812
218.310.8124

Anthony Yung
President – Board of Directors
Lake Superior Swim Club
739 Mellwood Avenue
Duluth, MN 55804
218.310.2341

Section 16. Non-Discrimination.
The LSSC will not discriminate against any program participant on the basis of membership in a class protected by municipal, state, or federal law, such as age, race, gender, religion, nationality, parenthood, or disability.

Section 17. Workers' Compensation Coverage.
LSSC, will provide ISD 709 with appropriate proof, furnished by the insurance carrier, of current coverage for workers' compensation with an insurance company or association authorized to transact such business in the State of Minnesota, or an approved current certification of self-insurance. LSSC further acknowledges and agrees that in the event it fails to maintain proper Workers' Compensation coverage, ISD 709, at its option, may terminate this agreement for cause without liability.

Section 18. Miscellaneous.

a. *Nonwaiver*. Failing or delaying to object to a breach of any part of this agreement is not a waiver of the right to object to that breach, nor is it a waiver of the right to object to a subsequent breach of the same or any other part of this agreement.

b. *Law Applicable.* The laws of the State of Minnesota shall govern this agreement.

c. *Paragraph Headings*. The heading of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

d. *Successors and Assigns*. Except as otherwise provided, the agreements and obligations in this agreement shall bind the parties and their respective personal representatives, heirs, successors and assigns.

e. *Compliance with Laws and Regulations*. LSSC shall, at LSSC's sole cost and expense, comply with all applicable requirements of local, state and federal laws, ordinances, or regulations now in force, or which may be in force, during the performance of this agreement.

f. *Time of the Essence*. Time is of the essence of each term, condition, covenant and provision of this agreement.

g. *Entire Agreement.* This agreement and any attached schedules, appendices or exhibits are the complete agreement between the parties, and there are no other promises, agreements, conditions or understanding, either oral or written, between them.

h. *Severability*. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ISD 709 and LSSC agree and sign below. This contract is not effective until signed by both parties.

ISD 709:

Date: 8/19/22

By: _____

Authorized Representative
John Magas
Superintendent
ISD 709 Duluth Public Schools

LSSC:

Date: 8/23/22

By: _____

Authorized Representative
Anthony Yung
President
Lake Superior Swim Club

Budget Code
04 E 005 505 321 305 000

ATTACHMENT 1

LSSC and shared items approved for storage at Middle School pools.
LSSC shall use designated space in pool offices for storage.
Items listed below are designated as joint use items required for swim meets:
All items to be stored in Storage Room "s" unless specified otherwise by an asterisk *.

- Timing system components:
  - Touchpads and storage rack* - In storage room
  - Self-contained timing table unit and storage cabinet
  - Printer
  - Cables and manual controls* - Inside of self-contained timing table
  - Timing control unit
  - Electronic Timing Board and Heat Readout Board(l each)* - Mounted on wall above deck in NW comer of building
- Competitive Lane markers and storage reel* - (Stored on deck)
- Starting blocks* (6) - (Stored on deck)
- 3' 4x4 post to hold up diving board and 6' 4x4 post to remove starting blocks* (1 ea) - Stored on deck
- Cabinet space - Cache of gear available to swimmers (LSSC, Masters, Synchro)
- Meet support Equipment
  - Cabinet with meet support supplies - Starting gun, DQ paperwork
  - Folding chairs and tables for meets* - Stored outside
  - Award stand* - Stored outdoors
  - Recall starting line and support poles*
  - Stored in instructional storage room on north wall
- First Aid kit* (readily available and off the floor)
- Swim team cart - Rolling cart serves as a mailbox for swimmers
- Swimming aids* - Stored in north wall storage area or in benches if acquired
  - Pace clocks (2) - Joint use
  - Mirrors* - LSSC only - On deck next to timing table on south wall
  - Dry Erase Board* - On wall in pool area
  - Backstroke Pennants and deck poles* - Joint use - In place over pool. When taken down they are stored in the instructional storage room
- Bulletin Board* - Located in pool lobby
- Bulletin Board* - Mounted on the outside of the pool building

General Terms and Conditions

Items identified as joint use will be shared by ISD 709 and LSSC. Responsibility and financial issues associated with replacement and/or repair ofjoint use items will be reviewed at the annual meeting with a 50/50 sharing of expenses as the goal.
This Attachment will be reviewed at the annual scheduling and review meeting between ISD 709 and LSSC, June 1st or at some other mutually agreed upon date. LSSC will provide an annual inventory of the items stored and their location at the annual meeting.
LSSC may request storage of other items that meet the criteria developed for storage of items at the pool but are not included on this list, by submitting a request to ISD 709 designee. If

approved, ISD 709's designee will designate the appropriate area for the item to be stored.
General criteria for allowable storage of LSSC items at the Middle School pools:
1. Size of items: Oversize items that are necessary to conduct a competitive swim program and have no smaller and more portable substitutes.
2. Sensitivity or delicacy of items: Items that are necessary to conduct a competitive swim program and are very sensitive or delicate and subject to damage by transport.
3. Frequency of use: Items that are necessary to conduct a competitive swim program and are in use on a daily or weekly basis.

Memorandum of Agreement Between
Children's Dental Services (CDS)
And
The Duluth Public School District
Regarding School-Based Dental Clinics

This Memorandum of Agreement is designed to formalize the continuing relationship between Children's Dental Services (CDS), hereinafter referred to as CDS and the Duluth School District, hereinafter referred to as DSD, regarding the operation of school-based dental clinics (SBDC).

Terms of Agreement

1. DSD agrees to provide the following at no cost to CDS at each of the schools where clinic services are provided:
   - Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each Principal, CDS will have access to conference rooms.
   - All utilities.
   - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper).
   - Rubbish removal (non-hazardous waste).
   - Custodial and housekeeping services.
   - Access to the internet and phones at each site.
   - Printing and inclusion of CDS parental consent form and other brochures in each school's annual "back to school" mailing.

2. CDS will provide the following at no cost to DSD:

   - Comprehensive school-based dental center services for enrolled school and Head Start students as defined in the consent form and in compliance with CDS policies.
   - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
   - Proper maintenance and disposal of hazardous waste.
   - Appropriate staffing for the dental care (with training and licensing as required by law).
   - Supervision of dental staff.
   - All billing responsibilities.
   - Workers' compensation, general liability and dental malpractice insurance for all appropriate staff.
   - All dental equipment (portable or permanent) is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

   CDS agrees to annually provide a parental consent form template for the back-to-school mailing at the schools.

3. CDS agrees to add the following language to parent consent forms:
   "Duluth School District may give information about your child's class schedule to Children's Dental Services".

4. CDS and DSD mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs, brochures and correspondence, naming CDS as the entity operating the dental care, and the DSD is the host and collaborating agency for the dental care.

5. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.

6. CDS will protect the confidentiality of any and all information received from students who seek services at the children's dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.

7. CDS and DSD staff will work cooperatively. This includes collaboration whenever possible between clinic staff and school nurse/school social worker in addressing student needs.

8. Either DSD or CDS may terminate this Agreement with or without cause upon at least ninety (90) days written notice to the other party.

9. This agreement will commence on July 1, 2022 and shall remain effective until June 30, 2023.

10. This Agreement constitutes the entire understanding and Agreement between CDS and DSD with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.

11. This Agreement may be amended only in writing signed by all the parties hereto.

12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:

    ISD 709, Duluth Public Schools, Attn: Executive Director of Finance and Business, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811

    Children's Dental Services, Attn: Sarah Wovcha, 636 Broadway Street Northeast, Minneapolis, MN 55413

13. The laws of the State of Minnesota shall govern this Agreement.

14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between DSD and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.

15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.

17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.

18. CDS and DSD shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.

19. CDS will notify DSD of any individual working in our schools with convictions of a gross misdemeanor or felony.

20. CDS 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.

21. CDS and DSD agree that this contract implies no exclusivity and that DSD may utilize other providers, however, alterations to dental services will not occur unless notice is provided and a meeting between CDS, DSD and relevant funding partners occurs.

22. CDS agrees to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on DSD's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

The Parties hereby cause this instrument to be executed by their duly authorized officers:

Sarah Wovcha, J.D., M.P.H.
Executive Director,
Children's Dental Services
636 Broadway Street NE
Minneapolis, MN 55413
(612) 746-1530 ext. 204

Date

Simone Zunich
Executive Director of Finance and Business Services
Duluth Public Schools, ISD #709
4316 Rice Lake Road Suite 108
Duluth, MN 55811
(218) 336-8704

8/29/22
Date

Duluth Campus

College in the Schools
Office of the Registrar

139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812

MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth and Independent School District 709

Term of Agreement: 2022-2023

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) and Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified junior and senior students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2022-2023 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. High-potential students who do not meet the GPA or grade level requirements may be allowed to enroll in CITS classes with the permission of the CITS teacher and the high school guidance counselor. A UMD CITS Program and Registration Exception form must be submitted to UMD from the high school. The University of Minnesota CITS program director has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth.
- Adhere to UMD's enrollment limits to no more than 40 students per CITS class section except where otherwise noted that maximums may be reduced due to pedagogical best practices. Example includes college writing (UMD WRIT 1120) in which the maximum enrollment per class is 25 students.
- Provide UMD CITS program staff with a copy of the final class syllabi each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development. Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval.
- In accordance with the National Alliance of Concurrent Enrollment Partnerships (NACEP), student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.
- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and

- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified junior and senior students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program;
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation;
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, library and tutoring resources ; and
- Share course evaluations per term, along with generalized CITS survey and research information.

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge $92 per student, per course (see Addendum A for course listing) based on the UMD CITS class lists printed after the UMD student course cancellation/add deadline. UMD will bill ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in early December.
- Spring semester and all year student enrollments are final in April and are billed in early May.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public School District may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Associate Vice Chancellor for Enrollment Management	Mary Keenan		
UMD College in the Schools Interim Program Director	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services	Simone Zunich	Simone Zunich	8/18/22
Duluth Public Schools Director of Secondary Education. Department of Teaching, Learning and Equity	Jen Larva	Jennifer Larva	8/16/22

cc:
Joan Lancour, Assistant to the Director of Curriculum and Instruction
Nathan Glockle, Principal, Academic Excellence Online High School (AEO)
Chris Vold, Coordinator, Academic Excellence Online High School (AEO)
Tom Tusken, Principal, Denfeld High School
Danette Seboe, Principal, Duluth East High School

Addendum A

2022-2023 List of UMD CITS Courses
To Be Offered in ISD 709

Academic Excellence Online (AEO) High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
MATH 1250	Precalculus Analysis	4	40	Ahern, Jenny
MATH 1296	Calculus I	5	40	Ahern, Jenny
WRIT 1120	College Writing	3	25	Schingen, Joe

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Hollinday, Gina
ENGL 1907	Introduction to Literature	3	40	Macioce, Maria
MATH 1296	Calculus I	5	40	Lewis, Ed White, Timothy
PE 1616	Weight Training	1	40	Marsolek, Stacie
SOC 1101	Introduction to Sociology	4	40	Ballavance, Adair Hollinday, Gina
SPAN 1201	Intermediate Spanish I	4	40	Cummins, Johanna
SPAN 1202	Intermediate Spanish II	4	40	Cummins, Johanna
WRIT 1120	College Writing	3	25	Mickle, Stephanie

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Jones, Greg
GER 1201	Intermediate German I	4	40	Lull, Emily
GER 1202	Intermediate German II	4	40	Lull, Emily
MATH 1296	Calculus I	5	40	Garnett, William* Graves, Peter
PE 1616	Weight Training	1	40	Hietala, Joseph* Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Nachbar, Catherine
SPAN 1201	Intermediate Spanish I	4	40	Kroll Strukel, Kimberly
SPAN 1202	Intermediate Spanish II	4	40	Kroll Strukel, Kimberly
WRIT 1120	College Writing	3	25	Sorenson, Stuart

* William Garnett is not teaching MATH 1296 during the 2022-2023 year.

* Joe Hietala is not teaching PE 1616 during the 2022-2023 year.

UMD

UNIVERSITY OF MINNESOTA DULUTH

Driven to Discover

MINNESOTA STATE

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN

Southwest Minnesota State University

AND

DULUTH PUBLIC SCHOOLS

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Southwest Minnesota State University** (hereinafter "University"), and **Duluth Public Schools,** 4316 Rice Lake Road, Suite 108, Duluth, Minnesota 55811 (hereinafter "District").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the University; and

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education programs(s) of the University; and

WHEREAS, it is in the general interest of the District to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

1. **UNIVERSITY RESPONSIBILITIES**

   a. The University, which is accredited by the Higher Learning Commission, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.

b. The University will be responsible for the general educational experience of student teachers assigned to District sites for classroom experience, unless otherwise agreed to in writing by the parties.

c. The University is responsible for establishing prerequisite criteria for placement of student teachers at District which shall include the requirement that all student teachers have completed not less than two years of an approved teacher education program; and has overall responsibility for planning, directing and evaluating the students' classroom learning experiences.

d. The University will provide the District with objectives for the classroom experience program, and educational goals for each student teacher, as appropriate. Implementation of those objectives will be accomplished jointly by the University and the District.

e. The University will provide the District with requests for student teaching placements within a reasonable time in advance of any teaching period, together with relevant information with respect to the applicable credentials of each proposed student teacher and supervising teacher.

f. The University will inform its faculty and students of the District's policies and regulations that relate to the program at the District including, but not limited to, the confidentiality of information related to its pupils.

g. The University will inform its students who are participating in the program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance.

h. The University agrees to notify its students that District requires each student to undergo a criminal/maltreatment background study pursuant to Minn. Stat. §§ 123B.03 and 299C.60, *et seq.* as a prerequisite to participation in the program. Participating students will be directed to District's policies and procedures to authorize and pay for the background studies. The University is not responsible for any cost associated with obtaining the background studies.

i. The University shall pay an honorarium or stipend to the District for the placement of its student teachers. The amount of the honorarium or stipend will be commensurate with the number of weeks of student teaching and shall not exceed $120.00 per student teacher. Payment shall be made to the District in the manner required.

2. DISTRICT RESPONSIBILITIES

a. The District shall assume full responsibility for the instruction of its pupils. It is understood that individual pupil instruction is not controlled, supervised, or paid for by the University.

b. The District agrees to provide student teaching opportunities for student teachers assigned to District sites. To this end, the District will provide the equipment, facilities, supplies and services for student teachers assigned to the District necessary to meet the objectives of the University's program.

c. District agrees to provide a licensed, full-time, continuing contract District teacher(s) who will supervise student teachers and such employees may establish and implement reasonable expectations of conduct applicable to their participation. The District shall provide supervising teachers that meet requirements outlined in Minnesota Rule 8705.1010 Subp. 3. A. (4).

d. District has ultimate control over its sites and may immediately terminate participation in the program of any of the students enrolled in the program where required by an emergency involving health and safety; and in all other (non-emergency) instances, District shall consult with the University before taking any action to terminate the participation of a student.

e. The District will provide the University with a copy of its policies and regulations which relate to the student teaching program.

f. The District will provide an orientation to student teachers concerning its policies and procedures applicable to the program. The District shall allow a reasonable amount of District staff time for joint conferences with University faculty, for planning with University faculty, and for such other assistance as shall be mutually agreeable.

g. When available, physical space such as offices, conference rooms, and classrooms of the District may be used by the University faculty and students who are participating in the clinical experience program.

h. The District recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this Agreement.

i. District agrees that it will not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this Agreement. A student teacher shall not act as a substitute teacher.

j. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

3. MUTUAL RESPONSIBILITIES

a. The University and District shall each identify a person or persons responsible for liaison during the course of this Agreement. The identity and contact information of these individuals shall be provided to the other party prior to each term during which University students are assigned to District sites under this Agreement. The persons responsible for the liaison will jointly plan for such matters as:

i. Selection, assignment and orientation of student teachers;
ii. Periodic review and preparation of objectives for the student teaching experience program; and
iii. Evaluation of student teacher performance.
iv. Communication to familiarize District personnel with the student teaching experience program's philosophy, goals and curriculum;
v. Communication to familiarize the College/University faculty with the District's philosophy, policy and program expectations;
vi. Communication to keep both parties and the parties' personnel who are assigned to the student teaching experience program informed of changes in philosophy, policies and any new programs which are contemplated;
vii. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
viii. Communication to identify areas of mutual need or concern;
ix. Communication to seek solutions to any problems which may arise in the student teaching experience programs; and

x. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve the College/University's teacher education program curriculum.

It is understood and agreed by the parties that the District has final authority to determine the number of student teachers it will accept as program participants for each term and the District sites to which student teachers are assigned.

b. The University has authority to withdraw, suspend or terminate a student teacher from the program for academic deficiencies, behavioral violations or other sufficient reason subject to applicable procedures afforded to the student teacher. The District may unilaterally suspend a student's participation in the program at the District for behavioral or other conduct that, in its good faith judgement, constitutes a threat to the health or safety of District personnel or pupils. The District liaison will consult with the University liaison before suspending a student teacher's participation, except where consultation is not reasonably possible under the circumstances.

c. Student teachers are participants in an educational program, and for the purposes of this Agreement, shall not be considered employees of either the University or the District except as provided in Minn. Stat. § 122A.69. Student teachers shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the District or University except as provided in Minn. Stat. § 122A.69.

4. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

a. Commercial General Liability Insurance

The University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than $500,000 per person and $1,500,000 per occurrence for bodily injury and property damage.

The District will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than $500,000 per claimant and $1,500,000 per occurrence for bodily injury and property damage.

b. Professional Liability Insurance

The District will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than $500,000 per claimant and $1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

c. Additional Conditions:

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If District receives a cancellation notice from an insurance carrier affording coverage herein, District agrees to notify the University within five (5) business days with a copy of the cancellation notice, unless District's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the University.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the University, not to students.

5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

a. Any emergency medical care available at the District will be available to University faculty and students. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the District or the University.

b. Any University faculty member or student who is injured or becomes ill while at the District shall immediately report the injury or illness to the District and receive treatment (if available) at the District or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the University faculty member or student who receives the treatment and not the responsibility of the District or the University.

6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

7. TERM OF AGREEMENT

This Agreement is effective on the later of August 1, 2022, or when fully executed, and shall remain in effect until July 31, 2027. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the student teaching program.

8. FINANCIAL CONSIDERATION

a. Except as expressly provided in this Agreement, the University and the District shall each bear their own costs associated with this Agreement and no payment is required by either the University or the District to the other party.

b. The District is not required to reimburse the University faculty or students for any services rendered to the District or its students pursuant to this Agreement.

9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10. ASSIGNMENT

Neither the University nor the District shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. STATE AUDIT

The books, records, documents and accounting procedures and practices of the District relevant to this Agreement shall be subject to examination by the University and the Legislative Auditor.

12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District 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 District or the University.

In the event the District receives a request to release the data referred to in this clause, the District must immediately notify the University. The University will give the District instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement. The District may require student teachers to sign an authorization to permit the District and University to exchange information about the student teacher's participation and performance in the program.

13. **GOVERNING LAW**

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

14. **ENTIRE AGREEMENT**

This Agreement constitutes and expresses the entire agreement and understanding between the parties relative to the program. This Agreement supersedes all other prior agreements between the parties.

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. **DISTRICT: Duluth Public Schools**
   District certifies that the appropriate person(s) have executed the contract on behalf of District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)	John Magas John Magas
Title	Superintendent
Date	8/8/22

2. **VERIFIED AS TO ENCUMBRANCE:**
   Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)	Christy Johnson
Title	Buyer 2 & Purchasing Clerk
Date	

3. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
   Southwest Minnesota State University:

By (authorized signature and printed name)	Deb Kerkaert
Title	VP for Finance & Administration
Date	

4. **AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)	Christy Johnson
Title	Buyer 2 & Purchasing Clerk
Date	

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Memorandum of Understanding

Between

YES Duluth

and

ISD 709

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Duluth Workforce Development's Youth Employment Services, hereinafter referred to as "YES Duluth" and Independent School District 709, hereinafter referred to as "ISD 709".

Purpose

The purpose of this MOU is to establish the ways in which YES Duluth and ISD 709 will coordinate services to youth between the ages of 14 and 24 who are experiencing barriers to success in reaching benchmarks leading to economic self-sufficiency. The partnership outlined in this MOU serves to enhance support provided to youth and young adults in achieving their education and employment goals.

Responsibilities of ISD 709

ISD 709 will provide the following program elements defined under the Workforce Investment and Opportunity Act (WIOA) to clients served by both organizations:

- **Tutoring, Study Skills, Instruction and Dropout Prevention**: Students participate in activities leading to the completion of a high school diploma. May include tutoring, active learning experiences, after-school activities and individualized instruction through:
  - Secondary Education: Denfeld, East High School (EHS), Area Learning Center (ALC)
  - Check and Connect: Denfeld and EHS
  - Denfeld After School Happening (DASH): Denfeld Duluth Community Schools Collaborative
  - Credit Recovery: Denfeld
  - Bridge and T12 Programs: ALC
  - Adult Diploma: Duluth Adult Education

- **Alternative School and Dropout Recovery**: Participants engage in activities with the goal of helping youth re-engage in education that leads to a high school diploma or GED. May include basic skills training, credit recovery, counseling and education plan development.
  - GED or Adult Diploma: Duluth Adult Education
  - Diploma completion: ALC

- **Paid and Unpaid Work Experience**: Work experience is a planned, structured learning experience that takes place in an employment or simulated-employment setting for a limited period of time. May include employment, pre-apprenticeship programs, internships, job shadowing and on-the-job training and must include an occupational and contextual learning component. ISD 709 provides work experience through:
  - Work Based Learning: Area Learning Center
  - Seat-based Work Based Learning: Denfeld and EHS Special Education Departments
  - Bridge and T12 Programs: ALC

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- Extended School Year: Denfeld and EHS Special Education Departments

- **Occupational Skills Training**: Career and Technical Education (CTE) provides an organized program of study that supports proficiency in performing tasks and technical functions in the multiple Trades.
  - Multiple CTE programs of study at both Denfeld and EHS, including Agriculture, Automotive, Aviation, Business, Cosntruction, Engineering/Manufacturing, Graphic Design, Health Occupations, Culinary Arts, and Education

- **Leadership Development Opportunities**: Activities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors. Can include exposure, training, projects and engagement in activities.
  - Scott Anderson Leadership Forum: Denfeld
  - College Tours: Guidance Offices, Denfeld and EHS, ALC
  - Scholarships which include leadership training: Denfeld and EHS
  - School-based leadership positions such as team captain or club leadership staff

- **Adult Mentoring**: ISD 709 staff provide activities to offer guidance, support and encouragement to develop the competence and character of students through:
  - Integration Specialists: Denfeld, EHS and ALC
  - Bridge and T12 Programs: ALC

- **Guidance and Counseling**: May include mental health and chemical dependency counseling and referrals to partner agencies as appropriate, provided through:
  - School-based therapy providers: Denfeld, EHS and ALC

- **Post-Secondary Preparation and Transition Activities**: These activities prepare youth for advancement to postsecondary education after attaining a high school diploma or GED through:
  - Scholarship applications, FAFSA, ACT/SAT, MCA and other college preparatory activities: Career Centers at Denfeld and EHS
  - Hosting College, Military, and Trades awareness events
  - Participation in Construct Tomorrow, Tour of Manufacturing, and other career exploration events

Responsibilities of YES Duluth

YES Duluth will provide the following WIOA program elements to youth referred for services by ISD 709:

- **Paid and Unpaid Work Experience**: YES Duluth participants are offered a planned, structured learning experience that takes place in an employment setting for a limited period of time. May include employment, pre-apprenticeship programs, internships, job shadowing and on-the-job training and must include an occupational and contextual learning component.

- **Education Offered Concurrently with Workforce Preparation and Training**: Youth who wish to pursue post-secondary education and training will be referred to YES Duluth for assistance in completing secondary education, person-centered Career Pathways exploration and Work Experience, and transition to post-secondary education.

- **Leadership Development Opportunities**: All participants enrolled with YES Duluth will have access to one-on-one sessions that encourage responsibility, confidence, employability and self-determination.

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Participants engaged in Work Experience have an opportunity to advance into a position with a leadership development learning plan, to include Self-management, Diversity awareness, Handling conflict, Strategic thinking, Planning and delivery of programs, Assertive communication and Flexibility and Collaboration.

- **Support Services**: For youth engaged in education and employment goals, YES Duluth provides work-related financial supports including funding for transportation, childcare, housing, work tools and clothing, education supplies, testing fees and other needs-related payments.

- **Adult Mentoring**: Youth enrolled in YES Duluth will benefit from staff-facilitated relationships with employer mentors and job counselors, and often maintain a long-term working relationship that offers guidance, support and encouragement to develop the youth's competence and character.

- **Follow-up Services**: YES Duluth will provide post-exit follow up, which may include support services, adult mentoring, financial literacy, labor market research and/or post-secondary preparation for 12 months following date of exit.

- **Financial Literacy Education**: Participants enrolled with YES Duluth are offered financial literacy education to gain the knowledge, skills and confidence to make informed financial decisions and attain greater financial health and stability. May include budgeting, initiation of checking and savings accounts, and assistance in financial decision-making in group settings or one-on-one. Curriculum and resources include Junior Achievement, the National Endowment for Financial Education and local credit unions.

- **Services that Provide Labor Market Information**: To assist in determining career pathway goals, YES Duluth staff will provide participants with information about in-demand industry sectors and occupations in the local area using the DEED Data Tool and CAREERwise Education resources.

- **Post-Secondary Preparation and Transition Activities**: Participants enrolled with YES Duluth will receive one-on-one career counseling and exploring options for training including connection to programs, assistance with college applications and FAFSA.

Reporting and Release of Information

YES Duluth staff will track and monitor program activity in Workforce One. To enable the exchange of case management communication, staff will document a signed Release of Information for participants co-enrolled in ISD 709 and YES Duluth programming. For the purpose of determining eligibility, monitoring progress in education and general case management, YES Duluth requests ISD 709 badge access, as well as access to students' schedules, attendance information, transcripts and test scores through Infinite Campus and Canvas.

Funding

This MOU is not a commitment of funds. ISD 709 and YES Duluth will utilize their own resources to provide the services outlined in this agreement.

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Duration

This MOU shall become effective upon signature by the authorized officials from YES Duluth and ISD 709 and will remain in effect until terminated as provided for in this section. Either party to this MOU may terminate participation in this MOU by giving not less than ten (10) calendar days' prior written notice of intent to terminate to the other party. YES Duluth and ISD 709 will review this MOU and its purpose every three years.

Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested to the following addresses:

YES Duluth
Elena Foshay, Director
Duluth Workforce Development
402 West 1st Street
Duluth, MN 55802
218-730-5241
efoshay@duluthmn.gov

ISD 709
Anthony Bonds
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

Governing Law

Each party shall comply with all applicable legal requirements governing the duties, obligations, and business practices of that party. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Minnesota. State of Minnesota courts shall have jurisdiction over any action arising out of this MOU and over the parties.

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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CITY OF DULUTH

By: DocuSigned by: 36F2E826ED714AA...
Mayor

Attest: DocuSigned by: Ian B. Johnson EE9D2CA1AA9F42B...
City Clerk

Date: 8/18/2022

Countersigned:

DocuSigned by: 5DCCA8A0CCFE4D1...
City Auditor

Approved as to form:

DocuSigned by: F4G4D28DF08942A...
City Attorney

ISD 709

By: Anthony Bonds
Anthony Bonds, Assistant Superintendent

Date: 8/17/22

EXHIBIT A

DPS will serve as the community host partner in delivering two live performances of Kumbayah: The Juneteenth Story on September 16, 2022, at Denfeld High School and agree to the following:

- Participate in weekly planning meetings with MHC in co-designing the experience.
- Provide in-kind use of theater space, green room(s) that offer sufficient space for a 30-member cast, and all necessary equipment, sound, lighting and stage support for the successful delivery of both performances.
- Manage and direct traffic for both performances.
- Provide volunteers to welcome cast and provide on-site support 30 minutes before each performance.
- Create space and learning opportunities for educators and students to continue their learning journey beyond the play.
- Actively engage in the program by identifying potential local speakers, artists and providing leadership support from the school and district level.
- Actively promote the play in reaching 700 to 1000 attendees per performance.
- Lead contacts for this project: Nate Smith, Equity Coordinator and Denfeld Principal Tusken

MHC will provide the following services:

- Participate in weekly meetings with DPS and stakeholders in co-designing the experience.
- Be supportive in providing DPS learning materials for teachers and classroom materials.
- Secure contract with Sweet Potato Comfort Pie in bringing Kumbayah: The Juneteenth Story cast and production to Duluth for two performances.
- Provide project management oversight.
- Manage event registration for community play.
- Host a brunch reception on Saturday, Sept. 17 for cast, DPS and community supporters.
- Provide initial funding to move the project forward. Actively engage in fundraising to help supplement cost (approximately $35,000 - $45,000).
- Design marketing materials and place community ads as needed.
- Lead contacts for this project: MayKao Fredericks, Chief Humanities Officer and Eden Bart, Humanities Officer

Schedule: September 15/16/17 2022:

- **Thursday, Sept. 15** – Cast leaves Twin Cities at 5pm. Arrive in Duluth set up stage and rehearse with sound and lighting crew at Denfeld High School theater.

- **Friday, Sept. 16** – Two Performances at Denfeld High School theater
  - 9:15am – 11:15pm performance for DPS students and faculty only
  - 7:00pm– 9:00pm performance for community

- **Saturday, Sept. 17** (10:45 am – 12:30 pm) - Brunch and Cast Reception at Denfeld High School

Memorandum of Understanding
Duluth Public Schools

The Minnesota Humanities Center (MHC) located at 987 Ivy Avenue, Saint Paul, MN, a Minnesota non-profit organization, and Duluth Public Schools (DPS) located at 4316 Rice Lake Road, Suite 108 Duluth, MN (collectively referred to as "Parties") enter into this Memorandum of Understanding (MOU) to bring Kumbayah: the Juneteenth Story live performance to Duluth community on Friday, September 16, 2022, as outlined in Exhibit A.

Kumbayah The Juneteenth Story is a 90-minute, two-act play that is a dramatization of a traumatic time in our history – when news was deliberately withheld that Black people were no longer to be enslaved in this country. Storytelling and music weave together mesmerizing scenes. Although tragedy is depicted, this play within a play is tremendously uplifting. Following the play is a 15 to 30-minute conversation with the cast about their experience and the impact it has had on them.

Program Goals:

- Inspire student learning and critical thinking with curiosity and compassion
- Support educators in teaching about Black freedom and US history from diverse perspectives
- Strengthen relationships

This MOU shall begin upon signing.

MINNESOTA HUMANITIES CENTER

MayKao Fredericks, Chief Humanities Officer

Date: Aug 10, 2022

Duluth Public Schools

Anthony Bonds, Assistant Superintendent

Date: 8/11/22

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HUMAN DEVELOPMENT CENTER AND THE DULUTH PUBLIC SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between the Human Development Center (HDC), a certified community behavioral health clinic and the Duluth Public Schools, Independent School District #709 (ISD #709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between HDC and ISD #709, and further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD #709 desires to provide quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, HDC desires to extend therapeutic support to ISD #709 school buildings by professional and practitioner level therapeutic supports in individual and group settings and coordinated by a mental health professional.

Therefore, HDC and ISD #709 agree that it is in the best interests of all concerned to enter this MOU.

This MOU is to enable and structure the collaboration between HDC and ISD #709 in its implementation of creating educational successes for students, their families, and school staff by providing appropriate therapeutic services for unmet social, emotional, and behavioral and mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of HDC and ISD #709

It is understood that HDC and ISD #709 staff must work together as a team to effectively meet the needs of ISD #709 students, families, and staff, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the MOU, in a timely manner. However, the parties to this MOU understand their separate and distinct responsibilities.

Roles of HDC

Students, families, and staff served by HDC are clients of HDC and subject to the same rights and responsibilities as clients served in the organization's clinic setting.

HDC will:

1. Have therapists and practitioners onsite to provide therapeutic services at regularly scheduled times and place for each site as agreed upon by HDC Child and Family Services Director, ISD #709 Mental Health/Social Emotional Behavioral MTSS Coordinator, Assistant Superintendent, and Principals.
2. See students referred by school personnel or parents individually or in groups for therapeutic services at the student's school in a confidential setting for comprehensive evaluations, treatment planning, and individual/group sessions, according to established HDC policies and procedures.
3. Schedule requested consultations by school personnel including school social workers, teachers, counselors, and administrative staff with HDC providers as needed. Specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school's schedule.
4. Treat students served by HDC in ISD #709 as clients of HDC and ensure they are subject to the same

rights and responsibilities as clients served onsite at HDC clinic spaces.

5. Meet with ISD #709 Administrative staff to plan a system of service delivery taking into consideration both the needs of HDC and ISD #709.
6. Locate therapists and mental health practitioners at ISD #709 to provide therapeutic services in a private setting.
7. Employ and be responsible for its employees placed in ISD #709 schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own mental health records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. ISD #709 will not be responsible for the cost of services delivered by HDC.
13. Meet periodically with ISD #709 School Administration and other designated staff to review the working relationship, address any concerns/conflicts, and promote an active partnership.
14. Ensure meetings with HDC providers do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that mental health services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD #709

ISD #709 will:

1. Meet with HDC administrative staff to plan a system of service delivery.
2. Inform ISD #709 Principals and school staff of services available and work with HDC staff to develop a system to identify and refer students that may need therapeutic services and supports. Meet periodically with HDC administration or designated staff to review the working relationship, address any concerns, and promote an active partnership.
3. Provide HDC therapists and practitioners with private meeting space with access to a telephone and internet connection.
4. Obtain parental permission before referring students to HDC for therapeutic services.
5. Upon parental permission, provide HDC staff with student schedules to meet with students for therapeutic services.

III. GENERAL TERMS

Terms. This MOU will begin effective the date of August 26th, 2022, and will continue through August 25th, 2023, unless either party provides written notice per the Termination clause below. This MOU will renew for one-year periods effective unlimited unless either party provides written notice of non renewal three (3) months before annual termination date. Otherwise, this MOU may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this MOU by giving the other party three (3) months prior written notice.

Confidentiality. HDC and ISD #709 agree that by virtue of entering into this MOU, they will have access to certain confidential information regarding the other party's operations related to this project.

HDC and ISD #709 agree they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this MOU or required by law.

Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Parents/Guardians may be referred to HDC School-Linked Mental Health Therapists by members of the ISD #709 school staff or self-referred by the student or the student's parent(s) or guardian(s) according to established HDC procedures using a written referral form. HDC staff will contact parent(s)/guardian(s) and coordinate with ISD #709 school staff, as needed to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying a need for mental health services to HDC for appropriate therapeutic services.

Data Collection. ISD #709, upon receiving signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records, and behavioral violations to HDC when requested.

Background Check. *(Applies to contractors working independently with students.)* HDC, as the independent contractor, must provide an executed criminal history consent form and a money order or check payable to ISD #709 in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. HDC is precluded from performance of contract until the results of the criminal background check(s) are on file.

If HDC has already completed background checks for their business needs, HDC stipulates that the background checks are completed, current, and on file.

HDC also stipulates that any employees with a gross misdemeanor or felony will not work independently with ISD #709 students.

Independent Contractor. Both ISD #709 and HDC agree they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

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

Indemnity and Defense. HDC hereby agrees to defend, indemnify and hold ISD #709 harmless from all claims relating to its work pursuant to this MOU. In the event HDC 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 MOU.

ISD #709 hereby agrees to defend, indemnify and hold HDC harmless from all claims relating to its work pursuant to this MOU. In the event ISD #709 breaches its obligation to defend, indemnify and hold HDC harmless, then in addition to its other damages, HDC shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by HDC to ISD #709 shall be deemed to have been given by depositing the same in writing in the United States Mail to: ISD 709, Duluth Public Schools, Attn: Anthony Bonds,

Assistant Superintendent, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by ISD #709 to HDC shall be deemed to have been given by depositing the same in writing in the United States Mail to: Human Development Center, Attn: Ben Hatfield, CEO, 1401 E. 1st Street, Duluth, MN 55805.

Assignment. HDC shall not in any way assign or transfer any of its rights, interests, or obligations under this MOU in any way whatsoever without the prior written approval of ISD #709.

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

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

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

Data Practices. HDC 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 MOU.

Conflict of Interest and Fiduciary Duty: All contractors doing business with ISD #709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on ISD #709's website.

Mutual Consent to Collaboration: HDC and ISD #709 agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals, and consistently communicate with one another to take additional steps needed to implement this MOU and accomplish the goals of School Linked Mental Health Services.

Agreed to as entered into below:

HUMAN DEVELOPMENT CENTER

Signed: _____ **Date:** 08-17-2022

Name: Ben Hatfield **Title:** Chief Executive Officer

DULUTH PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT #709

Signed: _____ **Date:** 8/17/22

Name: Simone Zunich **Title:** Executive Director of Finance & Business Services

Merchant Account Program

BOOSTER

Hello,

Thank you for choosing Booster to serve your school. We are excited to get started! This Merchant Account Program Agreement, by and between Booster and [Homecroft Elementary], effective as of [8/26/22] (this "Agreement") governs your use of the Service as further set forth and defined herein.

You have chosen to allow your supporters to pay via credit card payments and have those payments routed through the Booster merchant account (the "Service"). This Service, provided by Booster, is specifically reserved for school partners who, for various reasons, have current restrictions in place prohibiting credit card payments from being deposited directly into their bank account. Booster has agreed to receive the credit card payments on your behalf and settle amounts due at the end of the collections process. You remain solely and primarily liable for ensuring that you obtain all consents necessary to enable Booster to process such payments on your behalf and you shall defend, indemnify and hold harmless Booster from and against any claim resulting from your failure to obtain such consent necessary for Booster's payment processing.

All funds collected on your school's behalf are segregated from the main operating funds of Booster Enterprises, Inc. via a separate bank account held with a separate banking institution (currently, Bank of America) from Booster's main operating account (currently, IberiaBank) in accordance with applicable laws. You understand and agree that your use of the Service may be subject to certain terms and conditions of the separate banking institution or main operating account utilized by Booster. Booster's banking institution or main operating account may be changed at any time in Booster's sole discretion without notice to you. The sole purpose of this bank account is to house and disburse credit card donations collected on behalf of schools. All donations collected on behalf of the school are considered donations "for the use of" the school as defined in IRS Publication 526 and this form serves as the legal arrangement between Booster and the school.

At the conclusion of your program, the collections process will begin:

- You (School) will collect and retain all cash and check donations
- We (Booster) will collect and retain all credit card donations on your behalf.

You have 2 options to receive your portion of the Booster collected funds, which you shall provide in writing to Booster:

1. As each count is completed
2. At the end of the count process

Throughout the count process, your Client Care Consultant (C3) will ensure the amount due to both parties is accurate and kept in an organized manner given that the collected funds are held by two different parties.

When the home office sends a check to your school, we will subtract the amount we are owed from the check amount.

We take reasonable efforts to ensure that checks are sent out within 2 days of request from the C3. Your check may take up to 2 weeks to reach your school based on USPS timing.

You acknowledge and agree that Booster may terminate the Service at any time upon written notice to you.

The Service is provided on a strictly "as-is" basis, with all faults and Booster hereby disclaims any and all warranties relating thereto, whether express or implied, including without limitation, those implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Except where prohibited by law, Booster's total, aggregate liability arising hereunder shall be limited to the fees actually collected by Booster in the three (3) months immediately preceding the event giving rise to such claim, and under no circumstances shall Booster be liable for any indirect, consequential, incidental or punitive damages.

Merchant Account Program

The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than you any right or remedy under or by reason of this Agreement. All notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. Amendments and modifications to this Agreement will be effective only if written and signed by duly authorized representatives of both parties. The parties may execute this Agreement in counterparts, and each part when executed and combined with the other that is executed shall form the entire agreement. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to any conflict of law principles. The parties hereto are independent contractors of one another and nothing herein shall be construed to create any agency, partnership, joint venture or employment relationship between the parties hereto.

If you have any concerns or questions during this process please don't hesitate to reach out. We are here to help!

As part of your acknowledgement of the information above, please sign and date below:

Thank you for partnering with Booster!

Homecroft Elementary School
School Name

Simone Zunich
Representative Name (printed)

Simone Zunich
Representative Name (signature)

8/26/22
Date

Booster Enterprises, Inc.

Adam Ridenour, VP of Finance
Representative Name (printed)

Representative Name (signature)

7/26/2022
Date

Revenue Contracts Signed
August 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**
Harbor City International	$25,000.00*	Child Nutrition	DPS will provide vended meals to Harbor City International students for 2022-2023 school year

School Nutrition Programs Renewal of Contract for Vended Meals School Year 2022-23

Upon mutual agreement of the School Nutrition Programs (SNP) school food authority (SFA) and the Vendor, a SNP Contract for Vended Meals may be renewed for subsequent one-year terms after the original contract. Program regulations (7 CFR 210.16) allow a contract to be renewed up to four times (total of five years). State law for public schools (Minnesota Statutes section 123B.52) allows an SNP Contract for Vended Meals to follow the federal rule for up to four renewals if federal program requirements are met.

This template must be used for contract renewal, without change to any provisions except for inserting required information. No material changes may be made to the original contract.

1. **Definitions**

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for SNP reimbursements.

SFA: Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number: 1000005678

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth Public Schools

"Original contract" refers to the first year of the contract, which started on 9/1/2021

2. **Renewal of Contract**

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. The contract may be renewed a maximum of four times (a total of five years including the original contract).

This is the 2nd year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 9/1/22 End Date for Renewed Contract: 6/15/2023.

3. **Adjustments to Contract**

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract.

a. Financial Terms

SFA will pay the fixed meal prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices. For each meal service, the table below shows the 2021-22 meal price, the mutually agreed percentage increase, and the 2022-23 meal price (rounded to the nearest whole cent). **The percentage increase may not exceed 7.7 percent** (the increase in the cost of Food Away from Home from the Consumer Price

Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2021.)

SFA and Vendor mutually agree to the 2022-23 meal prices shown below:

Meal Type	2021-22 Price	Percentage Increase	2022-23 Price
Unitized Lunch	$ 3.33	2.5 %	$ 3.41
n/a	$	____ %	$
n/a	$	____ %	$

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here: _____

4. USDA Foods

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.
SFA confirms that it has fully received credits for USDA Foods for school year 2021-22 or at a minimum for school year 2020-21 before renewing the contract for 2022-23, as documented on the Reconciliation of Credits for USDA Foods form or other documentation.

5. Termination

SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

6. Vendor Certification Statements

Total estimated contract payments during the renewal year are: $ 25,000 00

Check one:

✓ The contract amount is expected to be less than $100,000. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.

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

SIGNATURES

SFA Name: Harbor City International School

Name of SFA's Authorized Representative: Tim Tydlacka

Title: Executive Director

Signature of Authorized Representative:

Date: 8/30/22

SFA Contact: Michael Furchert

Title: Foodservice Manager

Phone: 218-722-7574

Email: mfurchert@harborcityschool.org

Vendor Name: Duluth Public Schools

Name of Vendor's Authorized Representative: Simone Zunich

Title: Director of Finance & Business Services

Signature of Authorized Representative:

Date: 8/31/22

Vendor Contact: Sheila Oak, DTR

Title: Food Service Director

Phone: 218-336-8707

Email: Sheila.oak@isd709.org

Grant Applications
August 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	Jen Jaros – ECFE Coordinator	Child Care Mentoring Project	$5,000	To provide SEL mentorship to local child care providers.

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 20, 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 - August 16, 2022 3
   B. **Approval of Action Items**
      1) Human Resources
         a. Other Action Items
         b. HR Staffing Report 7
         c. Hourly-Substitute Pay Rates Minimum Wage Increase FY23 8
         d. ISD 709 Game Worker Rates FY23 11
      2) Finance
         a. Financial Report
         b. Bids, RFPs and Quotes
         c. Contracts, Change Orders, Leases
            (1) Cook County Tuition Agreement with ISD 709 for Math Services in FY23 12
            (2) St. Louis County C&C Mentor Contract FY23 18
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests 22
         b. Field Trip Requests
            (1) DPS American Indian Education Dept - Extended Field Trip 27
            (2) Lakewood Extended Field Trip 31
         c. Data Sharing Agreements 43
         d. Headstart Corrective Action Plan 51
   C. **Approval of Policy Readings**
      1) First Readings
      2) Second Readings
         a. Policy 208 Development, Adoption, and Implementation of Policies 55
      3) Annual Review
   D. **Approval of Committee Reports**
   By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.
      1) Monthly Committee of the Whole - September 8, 2022 57

2) Policy Committee - September 8, 2022 152
3) Human Resources/Finance Committee - September 13, 2022 155

Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at: Duluth East High School Media Center, 301 North Fortieth Avenue East, Duluth, Minnesota 55804, on

Tuesday, August 16, 2022

Members Present	Others Present:
Kelly Durick Eder	John Magas, Superintendent
David Kirby	Patty Paquette, Secretary
Rosie Loeffler-Kemp	
Jill Lofald	Student Representatives:
Alanna Oswald	Ailee Naus (East) arrived at 6:40 p.m.
Amber Sadowski	
Paul Sandholm	Absent:
	Sariyah Crawford (Denfeld)

- Chair Lofald called the Regular School Board meeting August 16, 2022 to order at 6:35 p.m.

M-Lofald, S-Oswald, to amend the agenda to add Facilities Business Manager job description to the agenda under 9B. Upon a vote, the same was approved – unanimously.

M-Loeffler-Kemp, S-Sadowski, to approve the agenda as amended. Upon a vote, the same was approved – unanimously.

School and Community Recognition
August 2022

***

Assistant Superintendent Bonds presented the School and Community Recognition.

Public Comments
August 2022

*****

Betty Greene spoke to the School Board regarding School Resource Officer Contract.

Communications, Petitions, Etc.
August 2022

****

Chair Lofald stated that there was one communication received.

Superintendent's Report
August 2022
****

Ailee Naus gave the East Student Representative report.
Chair Lofald read Sariyah Crawford's Denfeld Student Representative report.

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

- Safe Learning Planning Update
- Strategic Planning Update
- Tribal Consultation Update
- School Resource Officer Update
- Unity in our Community – Back to School Celebration

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

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

General Board Committee Updates
August 2022
****

Member Sadowski gave a report from the Parks and Rec Commission.

Consent Agenda
August 2022
****

M-Lofald, S-Oswald, to amend the Consent Agenda to add Facilities Business Manager job description to the consent agenda under 1.B.1)b Other Action Items. Upon a vote, the same was approved – unanimously.

M-Oswald, S-Sadowski – to approve the Consent Agenda as amended. Upon a vote on the consent agenda, the same was approved – unanimously.

M-Oswald, S-Sadowski - to pull Policy 208 – Development, Adoption, and Implementation of

Policies. Upon a vote on the consent agenda, the same was approved – 6-1.

Resolutions from Committee Reports
August 2022
****

HR-8-22-3905 DDWIAA Union Contract

M-Lofald, S-Loeffler-Kemp - to approve HR-8-22-3905 DDWIAA Union Contract. Upon a vote, the same was approved – unanimously.

HR-8-22-3912 Employment of a School Board Member by the District.

M-Loeffler-Kemp, S-Durick Eder to approve HR-8-22-3912 Employment of a School Board Member by the District. Upon a vote, the same was approved – unanimously.

B-8-22-3913 Resolution Authorizing a Development Agreement with DEDA to preserve the opportunity for the future creation of a TIF Redevelopment District.

M-Sadowski, S-Durick Eder to approve B-8-22-3913 Resolution Authorizing a Development Agreement with DEDA to preserve the opportunity for the future creation of a TIF Redevelopment District. Upon a vote, the same was approved – unanimously.

B-8-22-3914 Acceptance of Donations to Duluth Public Schools.

M-Oswald, S-Durick Eder to approve B-8-22-3914 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

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

None

Other
August 2022
****

None

M-Oswald, S-Durick Eder to adjourn the meeting. Upon a vote, the same was approved unanimously.

- Chair Lofald adjourned the Regular School Board Meeting of August 16, 2022 at 8:24 p.m.

CERT LEAVE	POSITION	EFFECTIVE DATES
Gottschald, Stephanie R	GRADE 1 TEACHER/STOWE	08/29/2022
Puglisi, Linda M	UNABLE TO WORK DUE TO SURGERY 3 MONTH RECOVERY	07/27/2022

CERT RESIGNATION	POSITION	EFFECTIVE DATES
FJERAN, SASHA R	ART TEACHER/ALC/AEO	08/15/2022
VAN SCOY, SHERYL S	LIBRARY MEDIA SPECIALIST/LOWELL	09/16/2022

CERT APPT	POSITION	EFFECTIVE DATES
ABRAHAM, ALAINA M	COUNSELOR/EAST, (MA)IV, 6	08/29/2022
ACKER, ALISSA D	SPEECH PATHOLOGIST/DISTRICT WIDE, (MA(IV, 8	08/29/2022
ARNESON, DANIELLE B	SCHOOL NURSE/DW, (BA) III 8, S SWART	08/29/2022
BAUERKEMPER, KRISTEN R	GEN ED SOCIAL WORKER/ LESTER PARK, (MA)IV, 6	08/22/2022
BENOIT, TIFFANY D	GRADE 4/LOWELL, (MA)IV, 9	08/29/2022
BERGAN, DAVID A	TEMP SCHOOL COUNSELOR/EAST, (MA)IV, 9	08/22/2022
BERGERSON, KRISTIN A	PHY ED/LOWELL, (MA+45)IV, 9	08/29/2022
BERGLUND, ANNA E	GRADE 6/ORDEAN, (MA)IV, 3	08/29/2022
BERKSON, EMILY K	GRADE 4/MYERS-WILKINS, (BA)III, 8	08/29/2022
BLUMHARDT, ZOE E	READ INTERVENTIONIST/LINCOLN PARK, (MA)IV, 5	08/29/2022
DOTSON, JAINA L	LTS GRADE 1/STOWE, (BA)III, 1	08/29/2022
HAKANSON, SONJA R	CTE TCHR/EAST, 0.6FTE, (MA) IV 5, J RUDOLPH	08/29/2022
KERKHOF, LOGAN J	ART SPECIALIST/HOMECROFT/LESTER PARK, (BA)III, 1	08/29/2022
LATOUR, GLENDA I	SPANISH IMMERSION/LOWELL, (MA) IV, 9	08/29/2022
LUOMA, ROCHELLE A	SPEC ED RESOURCE/MYERS-WILKINS, (MA+30) IV, 8	08/29/2022
MATTSEN, ALICIA M	MULTI CATEGORICAL SETTING III/LESTER PARK, (MA+15) IV, 9	08/29/2022
MCMAHON, MEGAN MARIE	SPEC ED EBD TCHR/LINCOLN PARK, (MA) IV 6	08/29/2022
MORRIS, ANJA J	GRADE 7/8/ORDEAN, (MA) IV 5, P NELSON	08/29/2022
MUNROE, MARY A	INTERVENTIONIST/LINCOLN PARK, (BA)III, 8	08/29/2022
PETERSON, JODY L	SPEC ED ASD SETTING III/LAURA MACARTHUR, (MA)IV, 9	08/29/2022
PLATH, DAWN B	SPEC ED SOC WORKER/DISTRICT WIDE, (MA) IV 9, T MCGOWAN	08/22/2022
SCHOFIELD, KAISA M	MULTI CATEGORICAL SETTING III/STOWE, (MA)IV, 4	08/29/2022
THUMS, KRISTIINA M	MUSIC SPEC/LESTER PARK/HOMECROFT, (BA)III ,2	08/29/2022
WEST, JENNIFER A	LTS GRADE 1/PIEDMONT, (BA)III, 8	08/29/2022
WILLIAMS, STACY J	HOSPITALITY/ CULINARY/DENFELD, (BA)III, 5	08/29/2022
ZIMPEL, ANNE E	ECFE TCHR/DISTRICT WIDE,.775 FTE, (BA), III 9, L SCHWARZKOPF	08/29/2022

NON CERT APPT	POSITION	EFFECTIVE DATES
JONES, SARAH R	SPE ED PARA/EAST, 32.5/38WKS, 19.86/HR	08/29/2022
LEE, RANDY J	SPEC ED PARA/DW, 24/38WKS, $19.12/HR	08/29/2022

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
CORBIN, KANIKISA L	AMERICAN INDIAN LIASON/DISTRICT WIDE	08/29/2022	06/09/2023
HELQUIST, MELODIE T	SPEC ED PARAPROFESSIONAL/MERRITT CREEK	08/29/2022	01/02/2023
KUDAIBERGENOV, YERGAZY	BUS DRIVER II/TRANSPORTATION	08/09/2022	
MATTHEWS, LISA M	SPEC ED PARAPROFESSIONAL/DW	09/01/2022	10/03/2022

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
COOKE, GAIL C	FOOD SERVICE HELPER/LAKEWOOD	08/18/2022
CURNOW, LOUISE A	PRE-SCHOOL PARAPROFESSIONAL/MYERS WILKINS	07/27/2022
ERICKSON, SARAH L	ASLP FACILITATOR PARAPROFESSIONAL/MYERS WILKINS	08/26/2022
FREEL, FREDERICK,J II	BUS DRIVER II/TRANSPORTATION	08/02/2022
HILL, KRISTA R	OFFICE SUPPORT SPECIALIST SENIOR/DENFELD	08/31/2022
HUDACEK, TAMMY L	SPEC ED PARAPROFESSIONAL/DENFELD	08/15/2022
JUSCZAK, TAWNYA L	SUPERVISORY PARAPROFESSIONAL/EAST	06/10/2022
LAVIGNE, NICHOLAS C	SUPERVISORY PARAPROFESSIONAL/ORDEAN EAST	08/22/2022
MULLENIX, SUSAN L	ASL FACILITATOR/LINCOLN PARK	08/16/2022
OJANEN, PAUL	SCHOOL BUS DRIVER II/TRANSPORTATION	08/18/2022
OLSON, JOSEPH J	SPEC ED PARAPROFESSIONAL/MERRITT CREEK	08/22/2022
PEARSON, SARAH A	TOSA MATH/ALC	06/10/2022
SMITH-TREMBLE, LAURA C	EXECUTIVE ASSISTANT/FACILITIES/UHG	09/08/2022
SNEDKER, ANGELA R	SPEC ED PARAPROFESSIONAL/LOWELL	08/07/2022
SODERLIND, ADAM C	SPEC ED PARAPROFESSIONAL/ORDEAN EAST	08/15/2022
STEINKE, HUNTER M	SPEC ED PARAPROFESSIONAL/EAST	07/28/2022
TUURA, JILL D	SPEC ED PARAPROFESSIONAL/DISTRICT WIDE	08/22/2022
VIERGUTZ, JODI E	SPEC ED PARAPROFESSIONAL/LESTER PARK	08/22/2022

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
BAUERS, RENEE L	PRE-SCHOOL PARAPROFESSIONAL/PIEDMONT	11/23/2022
CONSTANTINI, THOMAS J	SPEC ED PARAPROFESSIONAL/EAST	08/01/2022
FRONDEN, KAREN A	ECFE PARAPROFESSIONAL/LESTER PARK	06/10/2022
PFINGSTEN, PATRICIA J	SPEC ED PARAPROFESSIONAL/LESTER PARK	08/24/2022
VANDELL, BRENDA M	OFFICE SUPPORT SPECIALIST SENIOR/STOWE	08/29/2022

HOURLY/SUBSTITUTE PAY RATE SHEET			
PROPOSED EFF. 9/1/2022			
COMMUNITY EDUCATION			**PROPOSED NEW RATE**
American Indian Facilitator	Hourly	**$10.33**	**$13.50**
Lifeguard	Hourly	**$10.48**	**$13.65**
Locker Room Attendant	Hourly	**$10.33**	**$13.50**
Pool Director	Hourly	**$10.33**	**$13.50**
Puppeteer	Hourly	**$10.48**	**$13.65**
School-Aged/Pre-K Worker	Hourly	**$10.33**	**$13.50**
Site Supervisor Substitute	Hourly	**$10.50**	**$13.50**
Special Needs Helper	Hourly	**$10.33**	**$13.50**
Swim Instructor	Hourly	**$11.50**	**$14.50**
Temporary Building Coordinator	Substitute	**$12.50**	**$15.50**
Youth Development Programs			
Youth Service Facilitator	Hourly	**$12.50**	**$15.50**
Cross Age Student Helper | Playground Leader | Gym Supervisor Activity Leader | Summer Youth Placement Coordinator	Hourly	**$10.33**	**$13.50**
FOOD SERVICE			
Cook and Head Cook Substitute	Substitute	**$10.48**	**$13.50**
Food Service Substitute/Non-Unit Helper	Hourly & Substitute	**$10.33**	**$13.00**
Production Manager Substitute	Substitute	**$10.50**	**$13.50**
Satellite Manager Substitute	Substitute	**$10.50**	**$13.50**
Satellite Mgr Trainer	Hourly	**$15.63**	
Retired Food Service employees are paid $1.00/hr in addition to above rates.	Substitute		
MAINTENANCE AND CONSTRUCTION			
Lead Person for Laborers	Substitute	**$10.33**	**$13.00**
Retired Trades People	Substitute	**Step B of Maintenance CBA**	
Snow Shovelers, Temporary	Hourly	**$10.33**	**$13.00**
Summer AV Repair	Hourly	**$10.33**	**$13.00**
Summer Hourly Substitute	Substitute	**$10.33**	**$13.00**
Welder and Other Skilled Trades		**Step B of Maintenance CBA**	
BUILDING OPERATIONS			
Hourly Regular Substitute	Substitute	**$11.00**	**$13.00**
Substitute for Licensed People	Substitute	**$10.33**	**$13.00**
Summer Hourly and Summer Hourly Lawn Crew	Hourly	**$10.33**	**$13.00**
Retired Custodian	Substitute	**Step B Maintenance CBA**	

Retired Custodian II	Substitute	**Step B Maintenance CBA**	
Retired Fireperson I	Substitute	**$11.85**	**$14.50**
Retired Fireperson II	Substitute	**Step B Maintenance CBA**	
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Substitute	**Step B Maintenance CBA**	
TRANSPORTATION			
Bus Helper	Substitute	**$10.33**	**$13.50**
Field Trip	Substitute	**$10.48**	**$13.65**
PRINT SHOP			
Skilled Tradesperson	Substitute	**Step A of Maintenance CBA**	
Summer Hourly	Hourly	**$10.33**	**$13.50**
PURCHASING (STOREROOM)			
Hourly Regular Substitute	Substitute	**$10.33**	**$13.50**
Hourly Student	Hourly	**$10.33**	**$13.50**
Stock Clerk (Retired Employee)	Substitute	**Step A of Maintenance CBA**	
CLERICAL			
Hourly Clerical	Hourly	**$10.48**	**$13.50**
Regular Substitute	Substitute	**$10.48**	**$13.50**
Retired/Layoff Employees	Substitute	**OSS Step 1 of Clerical CBA**	
HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 1/1/2022			
PARAPROFESSIONALS			
Career Center Assistant	Hourly	**$13.50**	**$15.00**
Career Center Coordinator	Hourly	**$13.50**	**$15.00**
Child Care Assistant	Substitute	**$13.50**	**$15.00**
Community Assistant	Substitute	**$13.50**	**$15.00**
Community Liaison	Substitute	**$13.50**	**$15.00**
Cultural Assistant (no language skills)	Substitute	**$13.50**	**$15.00**
Cultural Assistant (with language skills)	Substitute	**$13.50**	**$15.00**
Experience Center Manager	Substitute	**$13.50**	**$15.00**
Health Assistant	Substitute	**$13.50**	**$15.00**
Hearing Impaired Assistant (Signer) (Transliterator Non-Licensed)	Substitute	**$13.50**	**$15.00**
Indian Oriented Assistant	Substitute	**$13.50**	**$15.00**
Instructional Assistant (Tutor)	Hourly & Substitute	**$13.50**	**$15.00**
Licensed Interpreter for the Deaf	Substitute	**$20.00**	

Media Assistant	Substitute	**$13.50**	**$15.00**
Mental Health Practitioner Sub	Substitute	**$13.50**	**$15.00**
Occupational Therapy Assistant	Substitute	**$13.50**	**$15.00**
Physical Therapist Assistant	Substitute	**$14.00**	
Special Education Assistant	Hourly & Substitute	**$13.50**	**$15.00**
Special Education Assistant (LPN License Required)	Substitute	**$16.50**	
Special Education Assistant (RN License Required)	Substitute	**$22.50**	
Supervisory Assistant	Substitute	**$13.50**	**$15.00**
Technical Tutor			
Graphic Artist | Cultural Assistant (with language skills) | RDT | Asian Oriented | Evaluation/Testing	Substitute	**$13.50**	
MISCELLANEOUS			
Accounting Intern	Hourly	**$10.33**	**$13.50**
Assistant Examiner	Hourly	**$10.33**	**$13.50**
Cafeteria/Playground Monitor	Hourly	**$10.33**	**$13.50**
Crossing Guard	Hourly	**$10.33**	**$13.50**
Deli Assistant	Hourly	**$10.33**	**$13.50**
Deli Operator	Hourly	**$14.00**	
Desegregation Assistant	Hourly	**$10.33**	**$13.50**
GED Examiner	Hourly	**$20.00**	
Headstart Nutritionist	Hourly	**$25.00**	
Help Desk Technician	Hourly	**$13.00**	**$16.00**
HRA Headstart Resource Aide	Hourly	**$10.33**	**$13.50**
Indian Adult Basic Education Assistant	Hourly	**$10.33**	**$13.50**
Parental Involvement Coordinator	Hourly	**$10.33**	**$13.50**
Systems Maintenance Technician	Hourly	**$21.54**	
Technology Intern (2 yrs college or above)	Hourly	**$12.00**	**$15.00**
Technology Student Intern (after 17 months)	Hourly	**$10.33**	**$13.50**
Technology Student Intern(ISD#709 Student)	Hourly	**$10.33**	**$13.50**
Work Study	Hourly	**$10.33**	**$13.50**
SUBSTITUTE TEACHERS			
All Certified Substitutes	Substitute	**$125.04**	**$150.00**
Certified Retired Substitutes Only	Substitute	**$130.00**	**$155.00**
Teacher Hourly Rate of Pay	Substitute	**$22.08**	

ISD #709 Game Worker Fees 2022-23 - PROPOSED 8-9-22			
Event	**Position**	**Rate (hourly or per event)**	
Hockey	Site Mgr.	$65.00 per game	
	Site Mgr.	$95.00 (doubleheaders)	
	Score Table (two per game)	$50.00 per game (varsity)	
	Score Table (two per game)	$50.00 per game (JV)	
	Penalty Box	$50.00 per game	
	PA	$50.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Football	Varsity FB Site Mgr. (season)	$1,200 (East & Denfeld) paid by school	Did not change
	Varsity FB game manager	$105.00 per game	
	JV/9th FB game Manager	$80.00 per game	
	Press Box (4) - PA/Clock, Etc	$45.00 per game	
	Chain Gang (4)	$45.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Concession Mgr	One Game	$60.00 per game	
	Varsity FB Game	$115 per event	
	Concession Manager - fall	$1,750	Did not change
	Concession Manager - spring	$1,750	Did not change
Turf Field Site Mgr		$21.36 per hour - Mon-Saturday	Did not change
Open/Close Fee		$29.90 per hour - Sunday	Did not change
Basketball	Site Mgr. - C/JV/Var.	$85.00 per night	
	Site Mgr. - varsity only	$60.00 per gm.	
	Site Mgr. - vasity dblheader	$85.00 per night	
	Site Mgr. - MS Site	$55 for single game	
	Site Mgr. - MS Site Two Gms	$80.00	
	Score Table	$35.00 per gm.	
	Ticket Taker/Seller/Security	$35.00 per gm.	
	PA & Official Book (one person)	$40.00 per game	
Soccer & Lacrosse	Site Mgr.	$70.00 per game	
	PA & Scoreboard	$55.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Swimming	Site Manager - dual meet	$55.00 per night	
	Meet Mgr. - dual meet	$65.00 per night	
	Site Manager - Invitational	$105	
	Meet Mgr. - Invitational	$125	
	Ticket Seller - dual meet	$45	
	Ticket Seller - Invitational	$85	
	Computer Operator - dual	$45	
	Computer Operator - Invite	$85	
	PA - dual	$45	
	PA - Invite	$85	
	PA & Computer Oper - dual	$55	
	PA & Computer Oper - Invite	$105	
	Scorer - dual meet	$45	
	Scorer - Invitational	$85	
Baseball & Softball	Site Manager - Full Use	$85.00 per game	
	Site Mgr. - varsity	$60.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
	PA & Scoreboard	$55.00 per game	
Track	Dual Meets:		
	Hd Timer, Starter, Clerk	$55.00	
	& Technology	$55.00	
	Invitationals:		
	Hd. Timer, Starter, Clerk	$85	
	& Technology	$85	
Volleyball	Site Mgr.	$85.00 per night	
	PA & Official Scorer	$50.00 per night	
	Ticket Taker/Seller/Security	$50.00 per night	
	9th Gr Ref or Lines	$40.00	
Technology Help	Scoreboards/Timing systems	21.03 per hour	Did not change
		(teacher hourly rate)	
Dance Chaperone	Weekday	$45.00	
	Weekend (Sat.)	$55.00	
Trainer	Playoffs	$75.00 per game	Did not change
** Game worker rates will be $5.00 more for playoff games.			

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of August, 2022, by and between Cook County Schools, ISD 166, 101 West 5th Street, Grand Marais, MN 55604, a public corporation, hereinafter called District, and Duluth Public Schools, ISD 709, 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:

- Access and teaching of online math courses to students of Cook County Schools via the Academic Excellence Online format. These courses include:
  - Intermediate Algebra
  - Algebra 2
  - Algebra 2 Concepts

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2022 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *see specific lists attached*

3. **Reimbursement.** In consideration of the performance of the Contractor of its obligations pursuant to this Agreement, Cook County School District hereby agrees to reimburse Duluth Public Schools for its services and expenses for enrollment. Cost of enrollment is $605 per semester (.5 credits), per student, per course.

District 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.

4. **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
   c. District will be billed for services at least once each semester.

5. **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.

6. **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.

7. **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.

8. **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: Superintendent, Cook County Schools, ISD 166, 101 West 5th Street, Grand Marais, MN 55604.

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) ISD 709, Duluth Public Schools, Attn: Simone Zunich, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

9. **Assignment.** District 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 Contractor.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **Conflict of Interest and Fiduciary Duty:** The District agrees to follow ISD709 Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the Duluth Public Schools' 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.

	41-6000677	8/24/22
District (Cook County Schools) Signature	SSN/Tax ID Number	Date
		8/29/22
Contractor (AEO) Signature		Date
		8/24/22
Program Director (DPS Dir. of Secondary Education)		Date

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

Executive Director of Finance and Business Services / Board Chair	Date

Performance insert for Contract with Duluth Public Schools and Cook County School District

Responsibilities of Duluth Public Schools:

- The following year long online courses will be taught via the Academic Excellence Online (AEO) format for students attending Cook County Schools:
  - Intermediate Algebra
  - Algebra 2
  - Algebra 2 Concepts
- Provide instruction by licensed MN teacher, hired by Duluth Public Schools under the terms of the current Duluth Federation of Teacher contract
- Communicate with Cook County ISD 166 as need arises to the High School Principal or designee
- Teachers would work directly with students and communication and input will be given as needed using the AEO format for teaching and learning
- Provide the current calendar for the 2022-2023 school year
- Students will follow Duluth Public Schools attendance policy and drop policy which states:
  - Sequential/Year-long Semester Courses (i.e. English 10, Geometry, United States History, Biology, Mathematics):
    - First Semester - Students will have ten school days after the start of the first grade period to drop without penalty.
    - Second Semester - Students will have ten school days after the start of the second semester to drop a second semester class without penalty.
  - Students who choose to drop a class after the above-mentioned timelines would have as part of their transcript a record of their credit(s) attempted and credits earned. Example: If a student drops a class after the deadline, regardless of the grade earned at the time, the student will receive no credit and will receive a grade of "I". The grade point average will be permanently affected since this would be a credit attempted, but no credit earned.
  - NOTE: The current policy relative to removing a student from a class due to lack of attendance remains in effect. That is, any student removed from a class due to excessive truancies or absences will receive no credit and a permanent "I" grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.
- Provide students access to materials and curriculum using the CANVAS Learning Management System through Duluth Public Schools.
- Report to MDE any additional reporting required for online learning
- Duluth Public Schools will collect enrollment information from Cook County Schools
- Bill for enrollment per semester

Responsibilities of Cook County School District:

- Provide Chromebooks and any technical support needed to students enrolled in online courses via the AEO

- Abide by all Minnesota laws and regulations regarding online learning
- Provide accurate and timely student enrollment, withdrawal, and other pertinent information to Duluth Public Schools. Enrollment should be submitted to personnel prior to the start of each semester
- Develop policies and procedures that define the scope of online learning at the District and provide equitable access to online resources
- Provide space for students within the school day to access the online courses
- If in person para or other support is needed for additional support, Cook County School District would need to explore the IEP and the need for the student. Any additional services needed that would be provided by the home district
- Communicate with families on updates, processes, schedules, etc.
- Assumes all responsibilities for any additional costs of the program at their location including equipment/material costs
- Assumes responsibility and all expenses for special education due process and IEP accommodations and modifications. Cook County Schools will work with Academic Excellence Online to write appropriate accommodations into the IEP.
- Assumes additional responsibilities for any cost of Professional Development to staff, including support staff, teachers and administration
- Abide by Copyright regulations for all AEO course used by students
- Follow the 2022-2023 Duluth Public Schools calendar for student days and teacher contract days which will include grading and reporting

PURCHASE OF SERVICE AMENDMENT

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY,** 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 215 N 1st Avenue East, Duluth, MN 55802, hereinafter referred to as **"DISTRICT"**, for the performance period of August 1, 2022 through August 31, 2024.

W I T N E S S E T H

WHEREAS, the County has established Contract No 17220 with District for post pandemic student reengagement services authorized by Board Resolution # 21-427, Board Memo 22-05 and Board Resolution 22-444; and

WHEREAS, section 44 of Contract No 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the County wishes to continue such services with District with the agreed upon addition of 1 FTE Mentor (additional $98,099) to serve the Area Learning Center, effective August 1, 2022; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and District agree the following sections and related exhibits of the original agreement have been replaced by the following:

SERVICES TO BE PROVIDED

2. The DISTRICT will furnish the following services (hereinafter referred to as "Purchased Services"):

	SERVICE	OBJECT CODE
2.1	C&C Mentor – 15 FTE	239-239518-695100

COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:

3.1 15 FTE mentors.

3.2 The maximum amount to be paid under this Agreement shall not exceed $1,723,076.

3.3 Expenditures incurred by DISTRICT in rendering services shall be in accordance with DISTRICT 's line-item budget incorporated herein as in **Exhibit B**, entitled **BUDGET**, and **Uniform Guidance,** entitled and incorporated herein as **Exhibit C,** and made a part of this Agreement.

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDNENT, said AMENDMENT and performance period being effective from August 1, 2022 through August 31, 2024.

DISTRICT

_____
Jill Lofald
School Board Chair

Date:_____

Federal Tax ID #41-6003776

COUNTY OF ST. LOUIS

_____
Paul McDonald
Board Chairperson

Date:_____

_____
Linnea B. Mirsch
Public Health & Human Services Director

Date:_____

_____
Nancy Nilsen
Auditor

Date:_____

Approved as to form and execution:

_____
Benjamin M. Stromberg
Assistant County Attorney

Date:_____

PS /ah

14 Check and Connect Mentors- 4 sites (Denfeld, Duluth East, Ordean, Lincoln Park)
2021-2024 school years: $1,624,977

1 Mentor-Additional Site (Area Learning Center)
2022-2023 and 2023-2024 school years: $98,099

Single Salary Estimate + Benefits per Mentor	2021-2022*	$47,807.18
	2022-2023	$48,629.18
	2023-2024	$49,469.34

Budget Estimate:

Year	Amount	Notes:
21-22	$298,393.33	2021-22 is an overestimate. This is the budget for a half year; however, not all staff started in the beginning of January.
22-23	$708,353.98	This includes a 2.25% pay raise that was negotiated after the budget was submitted.
23-34	$720,710.94	This includes another 2.25% pay raise that was negotiated after the budget was submitted.
Total	$1,727,458.25	

ISD 709 shall cover costs over the contracted amount, should it be needed.

EXHIBIT C
UNIFORM GUIDANCE

The award made to your organization by St. Louis County, Minnesota as part of the Check and Connect student reengagement initiative is classified as a federal award and your organization is classified as a subrecipient subject to Uniform Guidance.

Subrecipient Name: ISD 709– Duluth Public Schools _

Subrecipient's Unique Identifier: CONTRACT #17220A

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through August 31, 2024

Amount of Federal Funds Obligated: $1,723,076.

Total Amount of Federal Funds committed: $1,723,076.

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

Pass-through entity awarding official contact: Linnea B. Mirsch

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

This award is subject to the requirements imposed by the American Rescue Plan Act and related guidance published by the U.S. Department of Treasury. As a subrecipient, St. Louis County reserves the right to access your organization's records and financial information as necessary for St. Louis County to meet its subrecipient monitoring requirements.

Closeout requirements:

Aug 22, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Anthony Thomas Katzmarek	**Duluth Public School**	**8/17/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

August 17, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Derek D Phi	**Duluth Public Schools**	**8/17/2022**

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 18, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Jayce S Grover	**Duluth Public Schools**	**8/17/2022**

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 10, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Julia R Klassen	**Duluth Public Schools**	**8/10/2022**

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 10, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Anna R Johnson	**Duluth Public Schools**	**8/10 /2022**

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☐ Recommended ☐ Not Recommended — Name: _____ Date: _____

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: Anthony Bruno Date: 9/19/22

School Board: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: DPS American Indian Ed. dept.
2. Contact Person (Responsible for Checklist Completion): Edye Washington
3. Field Trip Date(s): 10/5/22-10/8/22 Destination: Oklahoma City, OK.
4. Field Trip Overview (Include events, establishments and locations): National Indian Ed. Association Student days event. Leadership development - Keynote Speakers College + Career readiness. - Oklahoma City OK
5. Field Trip Departure from School (Date and Time): 10/5/22

   Field Trip Return to School (Date and Time): _____
6. Objectives of Field Trip: Participate in "Student days track" Leadership development C&C development, networking
7. Relationship to Curriculum or Student Learning: Leadership development - Career + college readiness, networking, positive self image, Education Sovereignty
8. Planned Follow-up Field Trip Activities: presentation to AIPAC in November.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ 0
Total Meals	$ 600
Total Lodging	$ 2544.00
Total Transportation ☐ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____ Airfare	$ 4928.00
Total Additional Stipends:	$
Other:	$
Total	$ 8072.00

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$
Total Additional Stipends:		$
Total		$

JOM budget - FDL Fiscal agent

11. Reviewed/Completed Request Checklist: ☒ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- [x] Develop and Communicate Student Discipline Expectations
- [x] Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- [x] Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.) Parent/guardian will be chaperoning student
- [x] Gain Access to Cell Phone for Field Trip
- [x] Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
  Guide: May choose to leave message on school voice mail to help with late drop off.
- [x] Plan Meal Arrangements (if necessary)
  Reminder: Notify food service of non-participation.
- [x] Plan Administration of Student Medication and First Aid Needs (if necessary)
  Guide: Contact School Nurse.
- [x] Develop and Communicate Action Plan if Student Gets Lost on Trip
- [x] Arrange Adult Chaperones for Field Trip (if necessary) – Parent/guardian will be the chaperone
  Guide: One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- [x] Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- [x] Planned Itinerary Student days will have an agenda available

TIME	LOCATION

- [x] Maintain Student Roster and Check-in/Check-out Procedure
- [ ] Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: D Washington

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- [x] Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary.
- [x] Arrange Funding of Expenses During Trip
- [x] Arrange Meal Plans
- [x] Arrange Lodging Plans and Room Assignments
- [x] Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information
- [ ] Additional Information
  Note: Provide any additional information.

Signature of Contact Person: D Washington

NIEA Student Days

Middle/High School Students

October 6th and 7th, 2022

Education Sovereignty. Our Choice

Oklahoma City Convention Center, 500 S Robinson, 3rd Floor, Oklahoma City, OK 73109

Time	Location	Thursday, October 6, 2022 Day 1 – Middle/High School Students
8:30 - 9:30	1st Floor	Check In
9:30 - 10:00	Ballroom-B	Welcome & Color Guard/Grand Entry – (Chance Rush & Raven, MC)
10:00 - 10:50	Ballroom-B	"Reservation Dogs" Mike & Bone
10:50 - 11:00	3rd Fl Hallway	Break
11:00 - 11:30	Ballroom-B	Student Lead Workshop – Mind Mapping Intro - NICWA
11:30 12:30	3rd Fl Hallway	*LUNCH (Peer 2 Peer, Ballroom-B)*
12:30 - 1:15	Ballroom-B	Student Lead Workshop – Mind Mapping – NICWA
1:15 - 2:00	Ballroom-B	Tommy Ghost Dog, WeRNative – Wellness Activity
2:00 - 2:45	Ballroom-	Hud Oberly – Here's To You – Staying Prepared for Opportunities!
2:45 - 3:00	3rd Fl Ballroom	Chance Rush – Wrap Up

Time	Location	Friday, October 7, 2022 Day 2 – Middle/High School Students
8:30 - 9:30	1st Floor	Check In
9:30 - 10:00	Ballroom - B	Opening Remarks & Welcome– (Chance Rush & Raven, MC)
10:00 - 10:50	Ballroom - B	Daryl Tonemah – Social and Emotional Health
10:50 - 11:00	3rd Fl Hallway	Break
11:00 - 11:30	Ballroom - B	Oklahoma City Lady Force Football
11:30 -12:30	3rd Fl Hallway	*LUNCH (Peer 2 Peer, Ballroom)*
12:30 - 1:15	Ballroom - B	UNITY Healing Circle
1:15 -2:00	Ballroom - B	UNITY Healing Circle
2:00 - 2:45	Ballroom - B	Pending, Shelby Mata – Ms. Native American USA
2:45 - 3:00	Ballroom - B	Chance Rush Wrap Up
3:30 - 5:30	(TBD)	Youth Social (TBD)

*Agenda subject to change.

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: Darren Sheldon Date: 9/16/22

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: Anthony Bruno Date: 9/16/22

School Board: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: 5th grade
2. Contact Person (Responsible for Checklist Completion): Heather Kemp
3. Field Trip Date(s): 2/13/23 - 2/15/23 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations): 5 science based activities taught by Wolf Ridge staff over a three day period.
5. Field Trip Departure from School (Date and Time): 9:30 am 2/13/23
   Field Trip Return to School (Date and Time): 2:00 pm 2/15/23
6. Objectives of Field Trip: Science standards
7. Relationship to Curriculum or Student Learning: the curriculum is aligned to the MN 5th grade Science standards
8. Planned Follow-up Field Trip Activities: writing assignment
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees > all together	$ 8256
Total Meals	$
Total Lodging	$
Total Transportation ☒ School District Vehicle(s) w/ trailer ☐ Commercial Transportation Carrier ~ Name: ☐ Private Vehicle (requires certificate of insurance) ~ Name:	$ 1000
Total Additional Stipends:	$
Other: journals, snacks	$ 200
Total	$ 9456

Revenues		
District Budget	Code:	$
Booster Group	PTA	$ 200
Donations		$ 100
Student Fees		$ 9200
Total Additional Stipends:		$
Total		$ 9500

11. Reviewed/Completed Request Checklist: ☒ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- ☐ Develop and Communicate Student Discipline Expectations
- ☐ Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- ☐ Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- ☐ Gain Access to Cell Phone for Field Trip
- ☐ Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
  Guide: May choose to leave message on school voice mail to help with late drop off.
- ☐ Plan Meal Arrangements (if necessary)
  Reminder: Notify food service of non-participation.
- ☐ Plan Administration of Student Medication and First Aid Needs (if necessary)
  Guide: Contact School Nurse.
- ☐ Develop and Communicate Action Plan if Student Gets Lost on Trip
- ☐ Arrange Adult Chaperones for Field Trip (if necessary)
  Guide: One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- ☐ Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- ☐ Planned Itinerary

TIME	LOCATION
_____	_____
_____	_____
_____	_____
_____	_____

- ☐ Maintain Student Roster and Check-in/Check-out Procedure
- ☐ Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☐ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary.
- ☐ Arrange Funding of Expenses During Trip – parents, calendar + candy bar sales
- ☐ Arrange Meal Plans – included
- ☐ Arrange Lodging Plans and Room Assignments – included
- ☐ Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information
- ☐ Additional Information
  Note: Provide any additional information.

Signature of Contact Person: Heather Kemp

Lakewood 5th Grade Field Trip Emergency/Health Information

Name _____ Male ☐ Female ☐ Birth Date __/__/__ Teacher _____

Address _____ City / State / Zip _____

Parent/Guardian _____ Home # _____ Work # _____ Cell _____

Parent/Guardian _____ Home # _____ Work # _____ Cell _____

Physician _____ Phone _____ Dentist _____ Phone _____

If I/we cannot be located in the case of emergency/illness requiring immediate medical attention, please call:

Name _____ Home # _____ Work # _____ Cell _____

If I/we cannot be located in the case of emergency/illness requiring immediate medical attention, I hereby authorize my child to be taken to the following emergency room (check one):

☐ Essentia/St. Mary's ☐ St. Luke's

List any allergies or special/current health concerns: _____

_____

Does your child have prescribed medications? ☐ Yes ☐ No

If yes, what kind and why: _____

_____

_____

Does your child have any of the following, and if so explain:

☐ Special Needs _____

☐ Allergies or Asthma _____

☐ Dietary Restrictions _____

☐ Chronic or recurring illness _____

Does your child have a communicable disease or condition that may prove to be a risk to others?

☐ Yes ☐ No If yes, please comment: _____

_____ _____

Parent's Signature Date

Independent School District No. 709
Duluth, Minnesota

AUTHORIZATION TO ADMINISTER MEDICATION

Student Name: _____ Birthdate: _____

Address: _____ Phone: _____

School: _____ Grade: _____ Parent(s): _____

Medical Diagnosis: _____

PARENT'S REQUEST AND RELEASE FOR ADMINISTRATION OF MEDICATION

I request and authorize designated school personnel to give the medication listed below to my child. I release school personnel from any liability should reactions result from the medication(s). I give my permission for the School Nurse to contact my physician / dentist / nurse practitioner regarding this medication. I understand that pertinent information will be shared with appropriate school staff.

Medication to be taken at school:

Name of Medication:	Dose	Time to be given
_____	_____	_____
_____	_____	_____
_____	_____	_____

Functional restrictions or side effects from medication: _____

I hereby authorize _____
(name and address of releasing facility)

to release information to _____
(individual name, facility/organization and address)

Information to be released:

1. Medication orders for the administration of medication during the school day
2. Health information related to medical orders.

_____ _____
Physician's signature ***Date***

ACKNOWLEDGEMENT OF UNDERSTANDING:

- I understand the expiration date of this authorization is 1 year, to include summer school if applicable.
- I understand that I may revoke this authorization at any time by notifying the providing organization in writing, and it will be effective on the date notified except to the extent action has already been taken.
- I understand that information used or disclosed pursuant to this authorization may be subject to redisclosure by the recipient and no longer be protected by Federal privacy regulations.
- I understand by authorizing this use or disclosure of information, there will be no conditions placed on my health care or payment for my health care.
- I understand I will receive a copy of this form after I have signed it.
- I understand that in compliance with MN Statue 144.33 and WI Administrative Code HHS117, I may be required to pay a fee for retrieval and photocopying of records and/or supervising inspection of medical records.

X_____ _____ _____
Signature of patient, parent of minor, or personal representative *Relationship* *Date*

AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

HS 49b (Rev 6/06)

WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Assumption of Risk and Liability Release

Participant's Name: _____ Birth Date_____

School/Group Name: _____

Participant is: ▫ student ▫ parent ▫ teacher ▫ other:_____

As a parent/guardian of the above named child, as a chaperone/teacher in the above noted group, or as an adult person attending Wolf Ridge ELC, I acknowledge and am aware that this program involves certain inherent risks which I unconditionally accept. These risks may include injuries relating to, but not limited to, walking on uneven trails with elevation gains of up to 500 feet in various weather conditions, canoeing (spring, summer and fall), cross country skiing and snowshoeing (winter), rock climbing and belaying, and participating in a high ropes course activity, weather and other peoples' actions. Following appropriate medical consultation, if I am a parent/guardian, I hereby certify that my child is fully capable of participating in the activities and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities. As a teacher, chaperone, or other adult, I make the same certifications for myself. In the event of an accident, illness, or emergency, I authorize treatment by school/group staff, if applicable, Wolf Ridge ELC staff, and emergency medical personnel.

I understand that COVID-19 is a global pandemic, extremely contagious and believed to spread from person to person contact. Wolf Ridge ELC has enacted preventive measures in an attempt to reduce the spread of COVID-19, but cannot guarantee that participants in the program will not become infected. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, or the child identified above may be exposed to or infected by COVID-19 by participating in the Wolf Ridge ELC program.

Accordingly, I and my estate hereby now and forever release the above noted group and Wolf Ridge ELC, including all of their affiliates, personnel, agents, graduate students, staff, directors, trustees, the Board of Trustees, Karen Rylander and Robert Schachter (collectively the "Released Parties") from any and all claims and liabilities with respect to injury, sickness, disease, death, loss or damage sustained by me and the above named child arising from ordinary negligence of the Released Parties in relation to the Wolf Ridge ELC premises, operation of Wolf Ridge ELC's programs, including SEAK, and exposure to COVID-19 in connection with access to Wolf Ridge's premises and programs. This waiver of liability does not waive liability for any injuries sustained as the result of willful, wanton or intentional misconduct. If some other person or entity seeks compensation from any Released Parties for these released liabilities, I, or my estate, will defend, indemnify and hold harmless the Released Parties for all sums incurred in response to that claim. This release is to be interpreted and enforced under Minnesota law.

I authorize Wolf Ridge ELC to use any photos and videos taken during my and/or my child's visit, including the above named child, to Wolf Ridge ELC in publicity materials for Wolf Ridge ELC.

Parent/Guardian Signature _____ Date_____

SIGNER NAME _____

ADDRESS_____

CITY _____

STATE _____ ZIP_____

EMAIL _____

▫ Yes, I'd like to receive emails about other learning opportunities at Wolf Ridge.

WOLF RIDGE℠ ENVIRONMENTAL LEARNING CENTER

Parent Information

Sample Schedule	
7:00-8:15 am	Breakfast KP
7:30-8:00 am	Breakfast
8:30-11:30 am	**Morning Class**
11:45-1:15 pm	Lunch KP
12:15-1:00 pm	Lunch
1:30-4:30 pm	**Afternoon Class**
4:45-6:15 pm	Dinner KP
5:15-6:00 pm	Dinner
6:30-9:15 pm	Evening Class, or
6:30-7:15 pm	Evening Program, or
6:30-8:00 pm	Evening Activities
8:00-9:00 pm	Campfires, Astronomy, Journaling time
9:30pm-6:30am	Quiet Hours

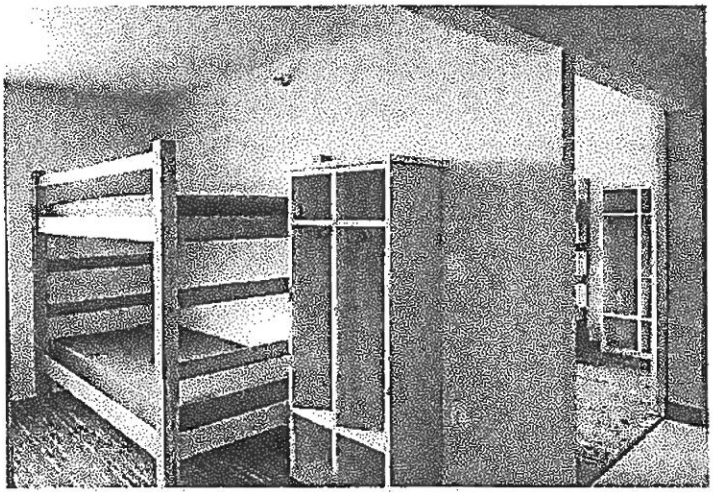
Lodging

There are 2 lodges at Wolf Ridge. **Mac Lodge** and **Summit Lodge.** Both lodges offer day rooms for group meetings and are divided into 4 hallways or sections. Dorm rooms sleep 4-8 and have a private bathroom and shower.

Both lodges contain coin-operated laundry facilities, a courtesy phone for outgoing calls, and a health room/ health cart.

Personal storage is Limited. Plan on living out of a pack or suitcase, which can be stored under the bed. Participants must bring their own bedding (sleeping bag and pillow) and toiletries.

We suggest you put your child's name in their belongings. We do our best to return items if informed of loss. You will be asked to pay for return postage.



Contact while at Wolf Ridge

Your child will be very busy at Wolf Ridge, learning and exploring outside and will not be accessible by calling our office. In case of an emergency, and the need to get hold of a participant at Wolf Ridge, you may call 218-353-7414 or 1-800-523-2733 (MN,WI). From 8am to 8pm your call will go directly to the office. After 8pm follow the voice messaging system to reach our on-site staff. Please do not use the emergency voice mail option to deliver a non-emergency message. Messages that are not emergencies will be delivered at the next meal.

Wolf Ridge cannot print and deliver emails sent to your child. US Mail is delivered each evening at dinner. Please address mail to the student, including the SCHOOL'S name at the below address. Mail should be sent a minimum of four days prior to your stay. Mail arriving after departure will be returned if the return address is provided.

[Child's Name], [School Name]
6282 Cranberry Rd
Finland, MN 55603

Dining

Meals are served cafeteria style, and much of our produce comes from the Wolf Ridge farm. Students participate in Kitchen Patrol during their visit. KP arrives early for the meal and eats. After eating, KP assists with serving the food and cleaning up. At the end of KP, students get a special treat. Students usually love KP and will even ask if they can do it multiple times per trip!

Please contact us at FoodService@wolf-ridge.org if your child's special dietary need is medically subscribed (such as celiac or diabetes). Otherwise, please let the group leader (teacher) know about any dietary restrictions.

Dressing for classes

Wolf Ridge's climate typically is four weeks different than the Metro. Fall comes earlier and Spring comes later. All Wolf Ridge classes spend time outside. Please see our packing list for suggested outdoor gear. Dressing for success in the Northwoods means staying dry and warm!

WOLF RIDGE℠ ENVIRONMENTAL LEARNING CENTER

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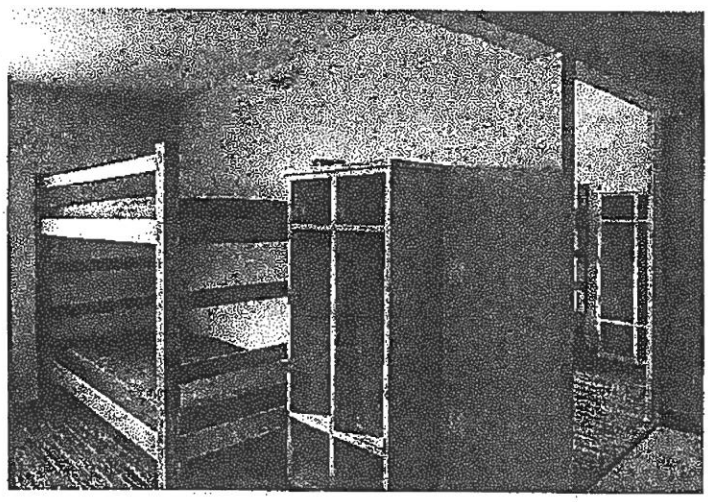

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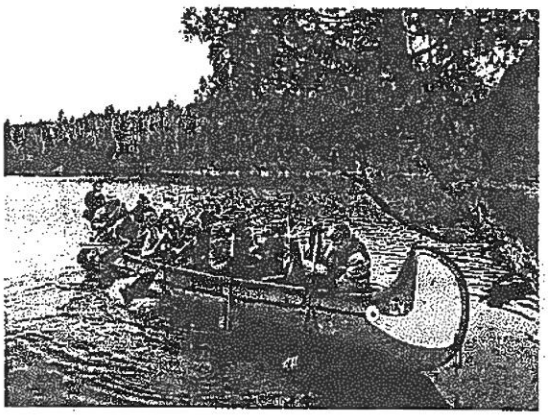
6282 Cranberry Rd
Finland, MN 55603



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Wolf Ridge's climate typically is four weeks different than the Metro. Fall comes earlier and Spring comes later. All Wolf Ridge classes spend time outside. Please see our packing list for suggested outdoor gear. Dressing for success in the Northwoods means staying dry and warm!

DATA SHARING AGREEMENT FOR RELEASE OF DATA UNDER "SCHOOL OFFICIAL" EXCEPTION

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH is entered into as of July 1, 2022 ("Effective Date"). The District and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2022-2023 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a "school official" under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official."

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a *NON - PROFIT ORGANIZATION whose TUTOR* will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records

as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or "educational data" as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

4. **District's Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:

   a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each STUDENT TEACHERS must review and sign the acknowledgement and consent form attached hereto as Exhibit A.

   b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).

   c. The use and maintenance of Protected Student Data by TUTOR TEACHERS shall be at all times subject to the District's direct control.

   d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.

f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.

5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as STUDENT TEACHERS shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.

6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting

Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2023. On July 1, 2023, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.

9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 9.12.22 By: _____
Director of Assessment / Evaluation / Performance

DATE: 9/9/2022 By: Kirsten Walker
Title: Director, TRIO Talent Search
Phone: 218-723-5952

DATE: _____ By: _____
School Board Chair, Duluth School District 709

DATA SHARING AGREEMENT FOR RELEASE OF DATA UNDER "SCHOOL OFFICIAL" EXCEPTION

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND, is entered into as of July 1, 2021 ("Effective Date"). The District and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND PROGRAM are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2021-2022 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a "school official" under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official."

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a CONSTITUTIONAL CORPORATION *whose TUTOR* will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or "educational data" as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES.The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

4. **District's Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:

   a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.

   b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).

   c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District's direct control.

   d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.

f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.

5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.

6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2022. On July 1, 2022, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.

9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 9.17.21 By: _____
Director of Assessment / Evaluation / Performance

DATE: 07/21/21 By: Jill P. Pastrana
Title: Dean, CEHSP
Phone: 218-726-6537

DATE: _____ By: _____
School Board Chair, Duluth School District 709

Corrective Action Plan (CAP)

Program Name: Independent School District # 709	**Grant #:**05CH011591	**Assignment Start and End Dates: 6/2022-9/30/22**	
Program Specialist: Glenda Williams-Jones	**Grants Management Specialist** Jade Dill	**Grantee Specialist** Zachary Foster/Ametta Reaves	**ECE Specialist** Kristi Smythe

Compliance Date: 9/30/22
HSPPS Citation:
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.

System/Action Steps	Person Responsible	Time Frame	Resources/Budget	Monitoring Data Sources/Evidence	Progress Notes	Completion Date
Human Resources: 1. Recipient will integrate A) Handle with Care: an approved crisis and behavior management system specific to Early Childhood, into annual staff training. B) Overview of Circle of Security an attachment parent education curriculum that has been modified for use in classrooms, that full time staff will be trained in. C) Overview of Pyramid Model: a Muli tiered system of support that promotes social emotional competence in young children.	**A) Becky Gamache** **B) Sherry Williams** **C) Maria Shermoen**	**1. August 29th- Sept 30th**	**A) $1000 to train the trainers HWC** **B) $1600 for train the trainer COS**	**Policy and Procedures regarding holds, Training Calendar with exit tickets, HR files**	**A) 54 responses to an exit ticket indicate objectives were met.** **B) 36 responses to exit tickets indicate Circle of Security is well received by our staff.** **C) This has been an ongoing training for the last 7 years. Staff know it well.**	**Aug 29,2022** **Sept 1, 2022** **Aug 31, 2022**

These materials were developed for OHS/Region V Training and Technical Assistance Network under Contract No. 140D0420C0093 by STG International, Inc.

Human Resources: Develop Orientation for regularly scheduled volunteers serving in classrooms on child guidance and code of conduct	**Becky Gamache**	**8/31/22**	**Certified staff will train volunteers using the newly developed onboarding system**	**Completed Packets/ signed packets as volunteers participate**	**Folders were created and distributed to staff 9/14/22**	**Provided to each classroom 9/12/2022**
Human Resources: Recipient will train staff on updated Policies and Procedures regarding this incident	**Coordinators all responsible for their section**	**May-Sept. 2022**	**$0**	**Updated Policies and Procedures; Sign in sheets; Agenda**	**9/1-Train staff on Draft policies pending any changes by PC and Board 9/22-Approval by PC 9/20- Approval by Board**	**9/22/22**
Communication: Recipient will create a timeline of corrective actions taken to document their progress	**Sherry Williams**	**June 14-Sept 30**	**$0**	**Completed timeline with actions taken**	**8/24/22-Timeline updated to reflect actions taken.**	**9/30/22**
Communication: Recipient will develop key messages around creating a culture of safety for staff, children, and families	**Sherry Williams/management team**	**September 2022**	**Poster and postcard printing $150**	**Posters created from staff training phrases**	**Messages created. Posters will be distributed to staff. Children: program wide behavior expectations. Parents: Postcards being made to send to all families.**	**9/30/22**
Communication: Recipient will Develop a plan for reporting of incidents including specific time guidelines, who to report to, and what is the backup plan if key team members are not available	**Sherry Williams**	**August 2022**	**$0**	**Policy and Procedure**	**8/15/22- Policy and procedure has been completed. Will be presented to PC on 9/22.**	**9/22/22**

These materials were developed for OHS/Region V Training and Technical Assistance Network under Contract No. 140D0420C0093 by STG International, Inc.

Communication: Recipient will Develop a plan with timelines on how information will be shared with the school district and key stakeholders	**Sherry Williams**	**September 2022**		**Policy and Procedure for sharing official correspondence**	**9/14/22- Policy has been created. Will be presented to the Policy Council on 9/22.**	**9/22/22**
Training & Professional Development: Recipient will train all staff on Handle with Care	**Becky Gamache**	**August 29, 2022**	**Train the trainer costs captured above**	**Spreadsheet listing staff trainings attended, Agenda, sign in sheets, exit ticket, Observations of selected classrooms**	**Identify selected classrooms/staff to be observed on implementation of training based upon previous data**	**8/29/22**
Training & Professional Development: Recipient will train all staff on Circle of Security Overview Training will be set up for Tier One Circle of Security Classroom for full time staff not fully trained in COS.	**Sherry Williams** **Katie Scheufeli**	**9/1/22** **9/12/22**	**$5,500**	**Spreadsheet listing staff trainings attended, Agenda, sign in sheets, exit ticket, Observations of selected classrooms**	**Identify selected classrooms/staff to be observed on implementation of training based upon previous data** **Identify staff who need full training of Circle of Security**	**9/1/22** **9/12/22**
Training & Professional Development: Recipient will provide Pyramid Model Training overview	**Maria Shermoen**	**8/31/22**	**$0**	**Agenda, sign in sheets, exit ticket, Observations of selected classrooms**	**Identify selected classrooms/staff to be observed on implementation of training based upon previous data**	**8/31/22**

These materials were developed for OHS/Region V Training and Technical Assistance Network under Contract No. 140D0420C0093 by STG International, Inc.

Leadership/Governance: Recipient will provide a copy of the Deficiency Report to the Governing Board	**Sherry Williams**	**July 12, 2022**	**$0**	**Agenda/Minutes**	**Governing Board is confident we will successfully move forward.**	**July 12, 2022**
Leadership/Governance: Recipient will Provide a copy of the Deficiency Report to Policy Council	**Sherry Williams**	**June 29, 2022**	**$0**	**Agenda/Minutes**	**Policy Council is confident we will make our way through this process successfully.**	**June 29, 2022**
Ongoing Monitoring: Recipient will develop ongoing monitoring plan for active supervision	**Becky Gamache, Katie Scheufeli, Maria Shermoen**	**September 9,2022**	**$0**	**Coaching notes in Child Plus**	**Checklist developed to monitor classrooms for Pyramid Big Five, Active Supervision, Circle of Security**	**9/9/22**
Ongoing Monitoring: Recipient will use historic data to identify selected classrooms/staff to be observed on implementation of training	**Becky Gamache, Katie Scheufeli, Maria Shermoen, Harmony McCullough**	**Sept 13-30**	**$0**	**Classrooms that have struggled with challenging behavior in 2021-2022 will be monitored**	**Active Supervision Observation Form, TPOT scores, CLASS scores**	**September 30, 2022**

Signatures below indicate this Corrective Action Plan has been approved.

Signature of School Board Chair

_____ Date:_____

Signature of Policy Council Chair

_____Date:_____

These materials were developed for OHS/Region V Training and Technical Assistance Network under Contract No. 140D0420C0093 by STG International, Inc.

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent

shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. An electronic copy of the school district policies shall be placed on the district website. Paper copies shall be placed in the Superintendent's office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

Replacing: Policies 8065, 9065
First Reading: 01-19-2016
Adopted: 02-23-2106
Updated: 02-27-2018
Updated: 09-20-2022

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 8, 2022
UnitedHealth Group Building
4316 Rice Lake Road
Suite 108
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval - None
     - 2) Resolutions - None
     - 3) Other Action Items - None
   - B. Informational Items
     - 1) Presentations
       - a. Strategic Planning Update 2
         COO and Principal Consultant, Dr. Ray Queener
       - b. Update Secondary Schedule Task Force 22
         Director of Secondary Education, Jen Larva
       - c. Suspension, ODR, & Bullying Data Reports 77
         Climate Coordinator, Jacob Laurent
       - d. SRO Update - **PULLED**
         Assistant Superintendent, Anthony Bonds & Finance Manager, Simone Zunich
   - C. Other - None
4. **ADJOURN**

Duluth Public Schools

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Classroom To Boardroom

Comprehensive Strategic Planning

School Board Meeting Update

September 8, 2022

Purpose

- Provide a review of the Classroom to Boardroom process
- Provide an update on work completed to date
- Share draft Desired Daily Experience statements
- Status update on stakeholder engagement
- Share key next steps and timeline
- Share Leadership Level of Influence
- Questions

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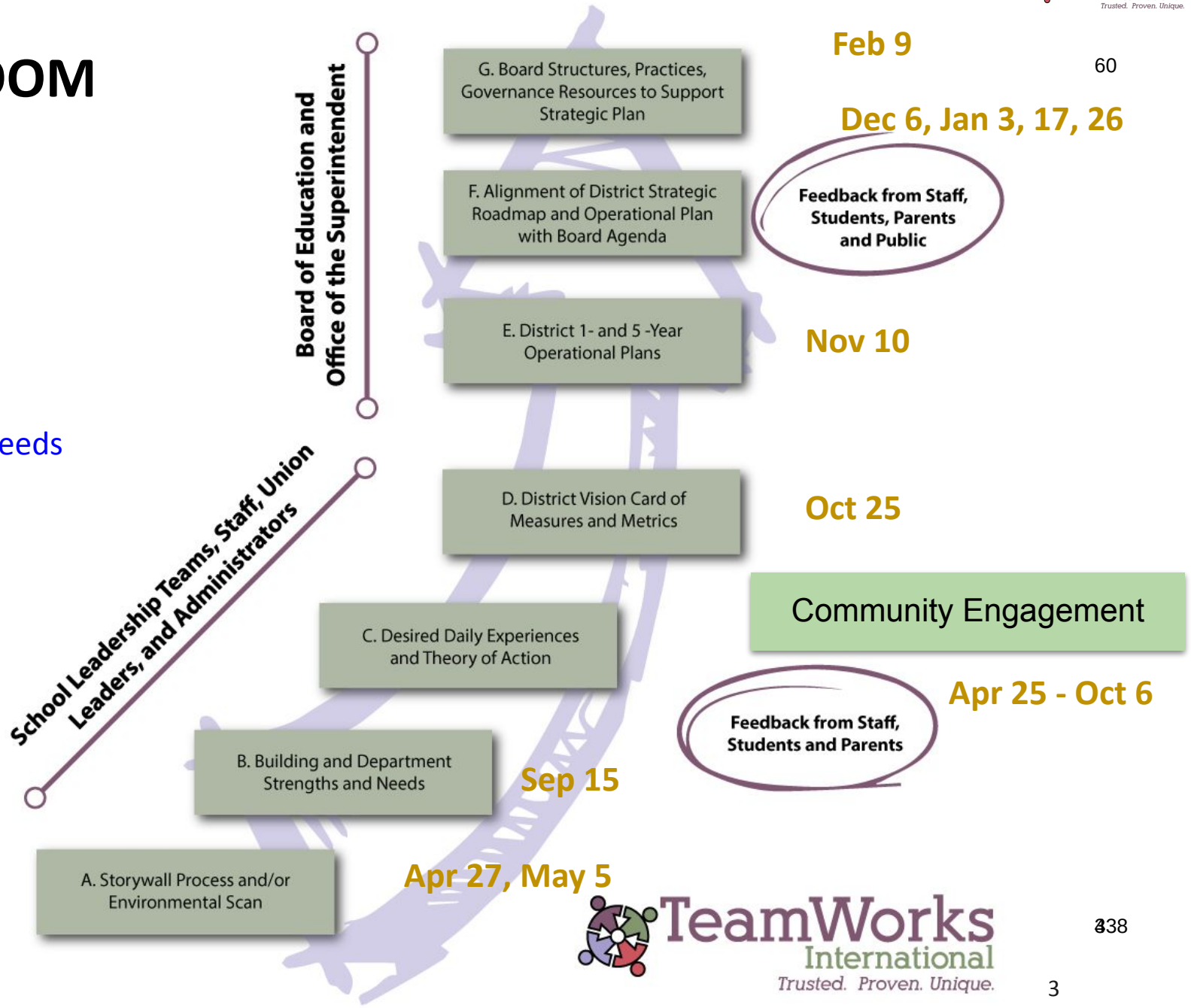
CLASSROOM TO BOARDROOM STRATEGIC PLANNING PROCESS

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



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Duluth Public Schools

Additional Dates and Sessions

- School Board and Public Updates
  - December 6
  - February 28
- School and Department Improvement Plans with ActionCards
  - February 13

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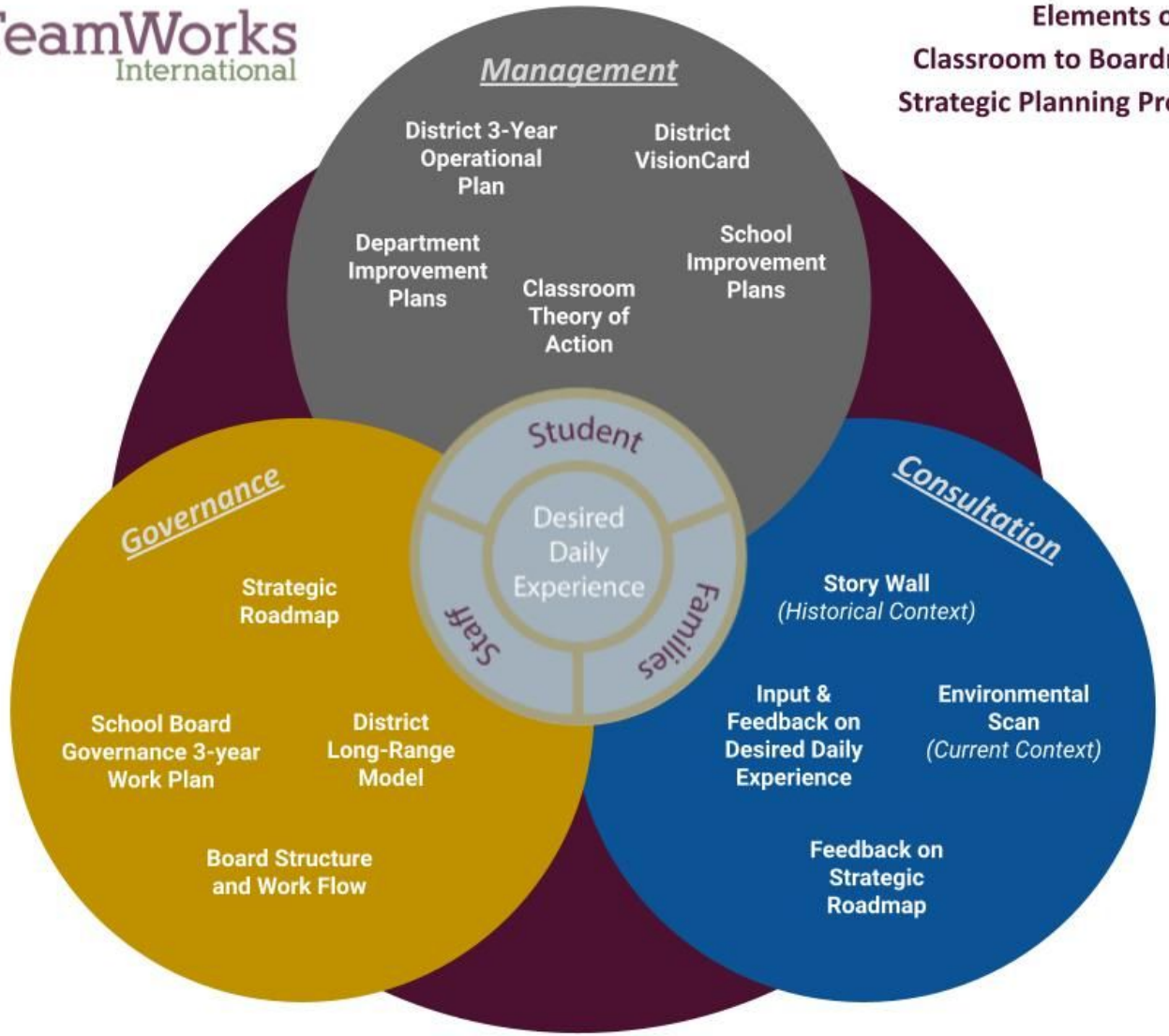
Elements of the Classroom to Boardroom Strategic Planning Process



Duluth Public Schools

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Storywall

Time Periods

- 1993-2004
- 2005-2011
- 2012-2016
- 2017-2019
- 2020-Present

Period	Major Events/Actions of Duluth Public Schools	Observations/Characteristics	Lifecycle(s)

1993
 	
To
 	
2004
	• 1st Gulf War – students' parents deployed to war
	• 9/11/2001 – housing market impact, school lockdowns began, stock market decline – concerns about finances
	• Central 7-12 school 1993
	• Many more school sites (Cobb, Chester, Birchwood, Washington Jr. Central, Woodland, Morgan Park, Washburn, Lakeside, Nettleton, Lincoln MS, Piedmont)
	• Bubble sheets
	• STC/VoTech, LSC – 1995
	• Internet introduced (web sites)
	• Carbon copies (sp. Ed.)
	• TV on a card with VHS
	• 2001 funding formula from state
	• Budget retrenchments (from state)
	• 16,000 students / 1200 teachers
	• Less competition
	• Edison 1997 (started by superintendent)
	• Magnet schools (music, language, science / math)
	• Nonstandard spending (tech, SpEd, specialists)
	• Columbine – 1999
	• Reg Noland
	• Mark Myles 94-98 (different focus)
	• Julio Almonza 98-05 (different focus)
	• Hiring policies varied
	• Lots of volunteers from community
	• Start of police liaisons (low key presence)
	• Resource competition
	• Grade level meetings – different decisions in schools
	• More administrators in elementary schools / fewer in high school
	• Smaller class sizes
	• Lunch tickets
	• Desegregation money – EEAC made funding decisions
	• Sp. Ed. Service no core or co-teach least restrictive
	• Greater public respect for teaches
	• 2001 – NCLB, OBE
	• 2004 – HS 7 period day to 6 period day
	• Job market?
		Most Influential Events
		• Edison Opening
		
		Behaviors Encouraged/Rewarded
		• Competition (internal within each school and external (community)
		
		Characteristics of Successes
		• Technology
		  ○ Efficiency
		  ○ Autonomy
		  ○ innovation
		
		Characteristics of Failures
		• Top-down
		• Accountability
		  ○ Stress on teachers
		  ○ Initiatives
		  ○ Mandates
		  ○ Unfunded
		  ○ Standardization
		  ○ Constant change
		  ○ Stress on students
			Start of decline – past stability

For each time period:

- Key influential events
- Behaviors encouraged / rewarded
- Characteristics of successes
- Characteristics of challenges
- Lifecycle

Duluth Public Schools

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Environmental Scan

Key Trends and Influences

Edge and Emerging

- Student/staff increasing social/emotional needs
- Societal influences and political landscape impacting district direction
- Continuing divide across district
- Evolving student options and performance
- Changing employment trends

Established and Ebbing

- Student choice and shifting approaches to school programming
- Continual divide within community based in shifting political landscape and inequities
- Increasing challenges with current and future resources
- Increasing employment challenges impacting diversity and experience of staff to fill positions

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Desired Daily Experiences

The focus is to describe the desired daily experiences of the district's three primary stakeholder groups — students, families and staff — as articulated by the stakeholders who participated in input sessions between April 25 and May 16, 2022.

Eight groups of middle and high school students representing a variety of achievement levels, student involvement, and race, ethnicity and gender. About **125** students participated in the sessions. The schools represented were:

- Ordean East and Lincoln Park Middle Schools (4)
- Duluth East and Denfeld High Schools (4)

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Desired Daily Experiences

Eight family groups, including about **30** parents, representing students in all grades and a variety of student achievement and involvement. The family group sessions were:

- Early Childhood, Elementary, Secondary, Education Equity Advisory Committee

Five groups of staff representing all grades and a variety of positions across the school district. About **45** staff members participated in the group conversations. Group sessions were as follows:

- Licensed staff, Non-licensed staff

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Desired Daily Experiences

Four community engagement sessions were opened to the public which included staff, families, and community members.
Approximately **45** participants engaged in these sessions located at:

- Ordean East Middle School
- Lincoln Park Middle School
- Denfeld High School
- Duluth East High School

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Draft Desired Daily Experiences - Students

1. I enjoy school and feel like I belong.
2. I am accepted, cared about, and respected for who I am, regardless of the color of my skin, my identity and my beliefs.
3. I have strong, meaningful connections with classmates and staff.
4. I have many choices and options for courses including “real life” classes and extracurricular activities.
5. My lunch meets my unique needs and interests through choices and time.
6. Staff and teachers believe in me and my success, hear my voice, and will do what is needed to support me and my learning.
7. I have access to mental health support and am safe at school.
8. I know what is expected from me and know that I am treated fairly if I make a mistake.
9. Important information is shared with me through ways accessible to me.

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Draft Desired Daily Experiences - Families

1. I have a voice in my child's education, am connected to the school/district, and am informed through consistent multiple communication methods.
2. I have a sense of belonging within the school community with meaningful relationships with staff, ensuring safety and trust in the quality of education.
3. I feel welcomed and a sense of community at school including with other parents, teachers, and administration.
4. My child is welcomed, seen, heard, safe, engaged and happy while at school.
5. My child has pathways to success and opportunities beyond high school.
6. My child's school provides an interesting, meaningful, and engaging academic learning environment/experiences that are equitable, diverse, and inclusive.
7. My child is supported with comprehensive resources that support their mental health, social emotional learning that allows for their growth.
8. My child has class sizes that allow for differentiation and individualized attention to meet their learning needs.
9. My child has equitable access to before, during, and after school activities where everyone can participate and experience success without barriers.
10. When my child makes a mistake at school they are treated fairly.

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Draft Desired Daily Experiences - Staff

1. I enjoy my job and find it fulfilling.
2. I have dedicated time during my work day to collaborate, prepare, and grow professionally.
3. I am part of a diverse workforce, with an inclusive climate that values team building and respectful relationships.
4. I receive clear and timely communication.
5. I have systems and resources to support students' academic, social-emotional, and socio-economical needs.
6. I have access to and the ability to use current, relevant, educational resources including technology.
7. I have quality professional development opportunities for continued learning to support my students and me.
8. Resources are provided to support safety at school and within departments for all students and staff.
9. We have class sizes that allow us to reach the individual, social/emotional and academic needs of students through differentiation and building relationships.
10. I have a voice and opportunity to participate in the decision making process with my colleagues and administration.

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Process and Next Steps Update

- Building and Department Strengths and Needs - September 15
- Desired Daily Experience revised - October 6
- Survey to stakeholders on DDE - August 31 - September 25
  - Student Responses - 138 (as of 9/8/22)
  - Family Responses - 458 (as of 9/8/22)
  - Staff Responses - 282 (as of 9/8/22)
- Desired Daily Experience Final Draft - October 6
- Classroom Theory of Action - October 6
- District VisionCard - October 25
- District Operational Plan - November 10 and December 1

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Leadership Level of Influence

School Board	Policy
Superintendents	Readiness and System
Directors	Structure and Processes
Principals	Practices and Oversight
Teachers and Staff	Implementation and refinement

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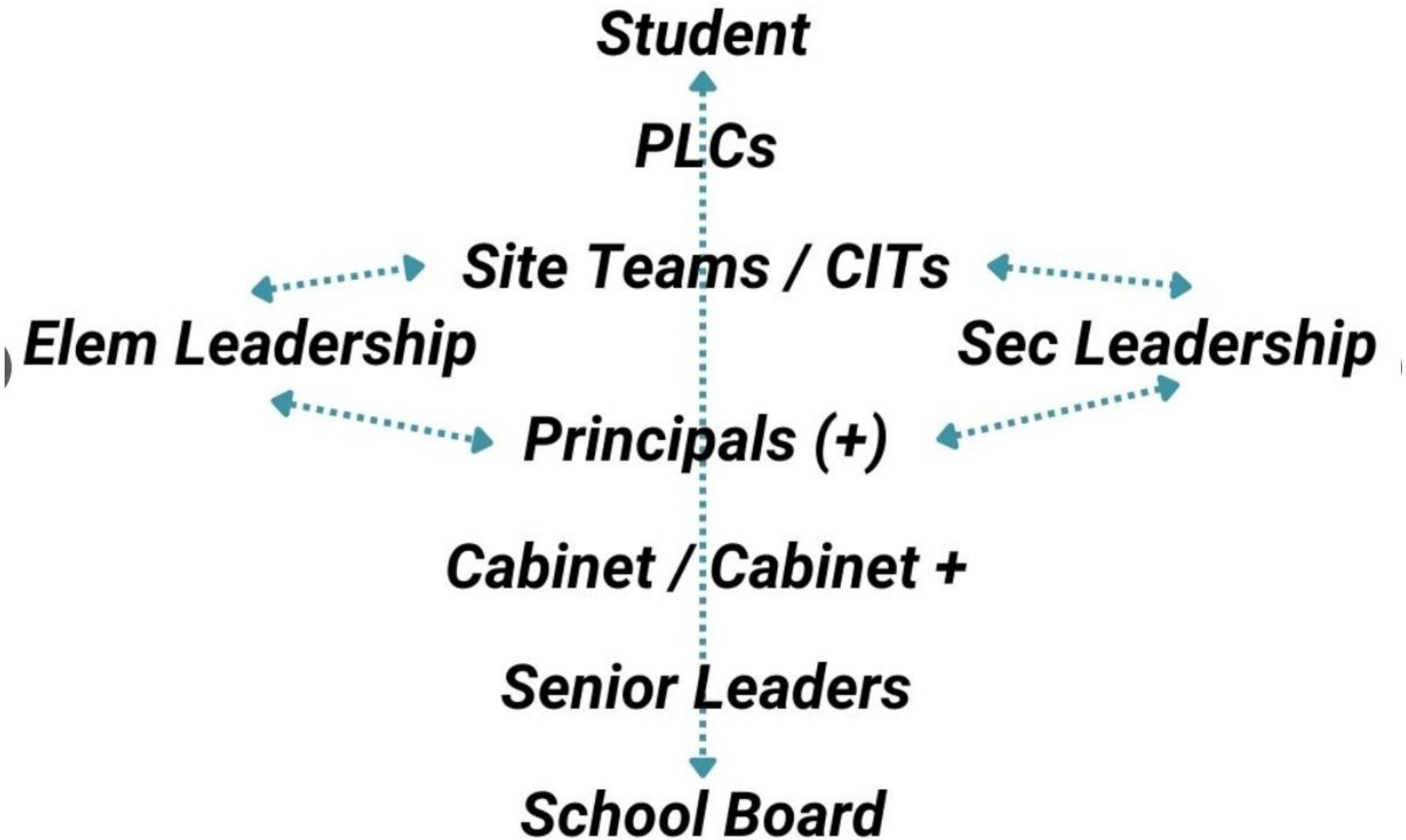
Flowchart


Student
PLCs
Site Teams / CITs
Elem Leadership
Sec Leadership
Principals (+)
Cabinet / Cabinet +
Senior Leaders
School Board

Flowchart

Leadership

Principals, Directors, Coordinators
Wednesday Meetings

Committees

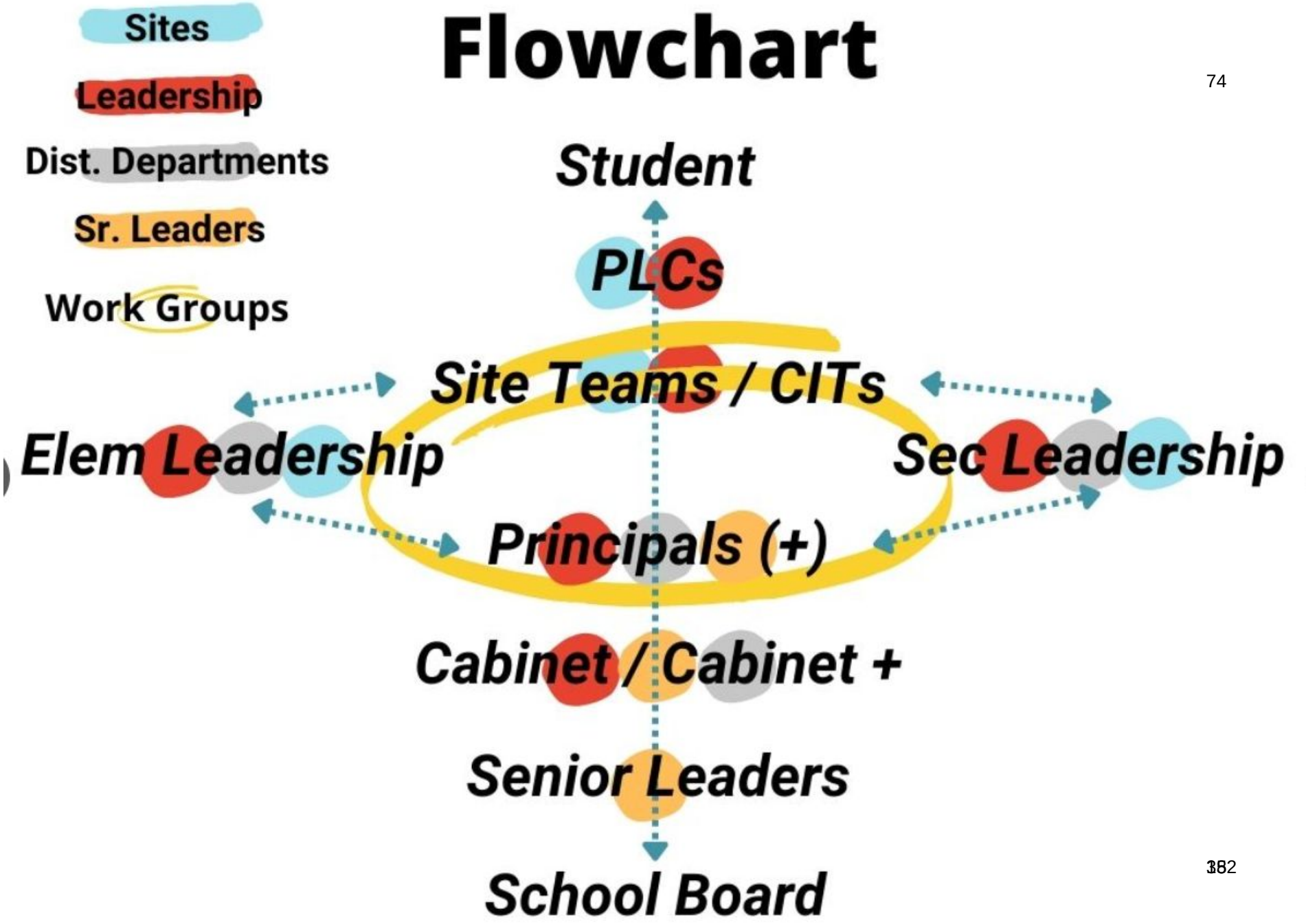
Task Force Groups
District Committees
Working Groups

Sites

Individual buildings
Parents and Community
Teachers and students

Departments

Academic: TLE, C&I, EC, Special Services, etc.
Business Services and HR



Duluth Public Schools

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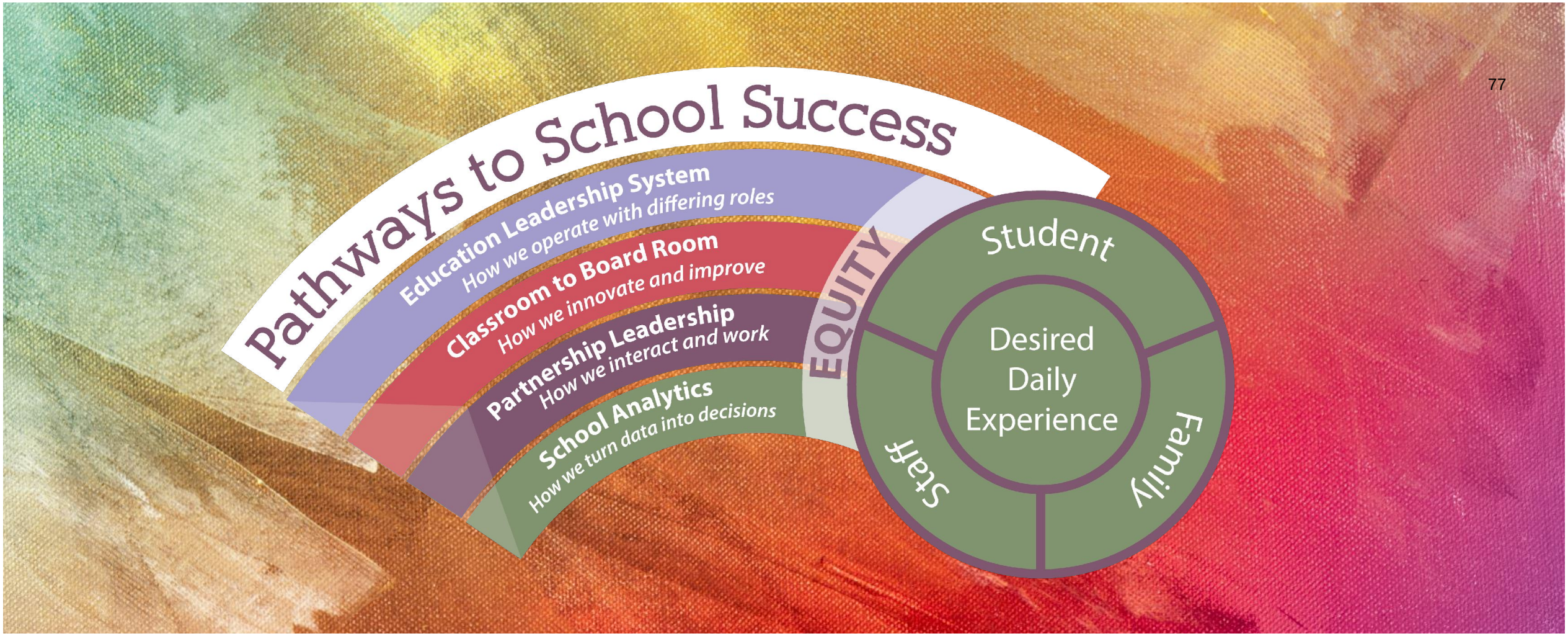

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2022 Secondary Schedule Task Force

WORKING DRAFT IN PROGRESS

Desired Daily Experiences

Students:

- Kids want to feel like they ***belong*** regardless of the color of their skin
- Desire strong, meaningful ***connections*** with other students and staff
- Desire many ***choices and options*** for courses including “real life” classes and extracurricular activities
- Has access to ***mental health supports*** and feel ***safe*** at school
- Knows what is expected of them and knows they will be ***treating fairly*** if mistakes are made

Staff:

- Have time during the work day to ***collaborate***, prepare and grow professionally
- Have ***systems and resources*** to support students’ academic social-emotional and socio economic needs
- Resources are provided to support ***safety*** at school and within departments of all students and staff
- Class sizes that allow to reach the individual, social/emotional and academic needs through ***differentiation*** and building ***relationships***

General Considerations, Process, and Timelines

Committee Resources and Agenda/Minutes

Committee Members

High School
Danette Seboe - Principal
Heidi Lyle - Teacher
Jamie Savre - Counselor
Thomas Tusken - Principal
Samantha Swanson- Teacher

District Staff
Jen Larva - Director
Anna Cawcutt - Coordinator
Anthony Bonds - Asst. Supt.
Heather Harvick - Specialist
Joan Lancour - Assistant

Middle School
Gina Kleive - Principal
Brian Kazmierczak - Principal
Tory Rock - Counselor
Deb Hannu - Teacher
Sandra Boynton - Teacher
Chrissy Valento - Teacher
Katie Oliver - Teacher
Sarah Seglum - Counselor
Jeffrey Steinsberger - Teacher

DFT
Ethan Fisher
Jim Jubenville

Committee Schedule Priorities

- Provide Flexibility for student choice
  - *Opportunities for exploration at the Middle School level*
- Allows for teacher collaboration
  - *Work within a PLC*
- Provides opportunity to engage students deeply in content and relationships
  - *Time for interventions with students (WIN-What I Need)*
  - *Maintains pathways at High School level*
- Allows us to meet the state standards
  - *Implementation of the 2018 Arts Standards*
- Is sustainable

Art Standards

Key Impacts on the Middle School Schedule

- Must offer three (3) and required to meet benchmarks in two (2) Arts areas each year
- Individual grade level benchmarks
- Separated into Five (5) Areas:
  - Music
  - Visual Arts
  - Media Arts
  - Theater Arts
  - Dance Arts
- Must be implemented in 2023-24 school year

Timeline

Date	Description
August 4, 2022	Secondary Schedule Task Force Meets for final preview
August 16, 2022	Presentation to school board for discussion
August TBD	Principals and Secondary Scheduling Task force evaluate potential courses
August 17, 2022	Presentation to QSC
August 31, 2022	Meet with Content Specialists to present any schedule and course changes
September 31, 2022	All proposed courses and changes submitted to Curriculum and Instruction
October 15, 2022	All proposed courses and changes submitted to Infinite Campus coordinator
December 31, 2022	23-24 Course Catalog completed
February 1, 2023	High School and Middle School Registration opens
March 1, 2023	Review enrollment numbers for courses
August 31, 2023 - June 30, 2023	Curriculum revisions and/or writing for new courses
23-24 School Year	Implement schedule changes

Curriculum Adjustments:

Average length of time required to create a new course is 6-9 months (includes research, writing, test, design and revisions)

- **New Course Creation Estimate** (Time will be needed to research, writing, design, test the course)
  - If nine week course up to 100-110 hours (110 Hours @ $33.46 per hour = $3680.6 per course without benefits)
  - If semester course up to 120 hours - (12 0 hours @$33.46 = $4015.2
  - If a full year course up to 150 hours - (150 hours @$33.46 = $5019.00)
  - Professional Development for all staff Teaching Course (This will be dependent on the course and the platform) (Estimate 16 hours, 6 teachers @ $23.09 per hour) $2216.64
  - Purchase of Curriculum Materials - this will be a variable, depending on the course, and the course materials needed
- **Implementation feedback and revision Course Curriculum** (Teach and revise continually - assessment, look for different materials, meeting and revision.
  - Estimate 80 hours per course
  - Example: 40 hours, 2 teachers @$33.46) = $2680

Middle School Options

Young Adolescents

Young people undergo more rapid and profound personal changes between the ages 10 and 15 than at any other time in their lives. Examples listed below:

- ***Peer opinions*** matter more than those of teachers and parents
- Capable of self-awareness, insight, and empathy
- Growth spurts and ***physical changes*** due to puberty
- May begin to ***excel*** at a subject (such as science) or a skill (such as drawing)
- ***Enthusiastic*** about school work they see as purposeful, such as research projects, science experiments, and drama productions
- ***More interest***ed in civics, history, current events, environmental issues and social justice

Taken from Yardsticks: Children in the Classroom Ages 4-14
By Chip Wood Published by Northeast Foundation for Children Inc.

2022-23 Middle School Course Offerings

Grade 6

1. English 6
2. Math 6
3. Earth Science
4. Minnesota Studies
5. Physical Education / *Music Elective (A/B day rotation)
6. Art or Business Education
7. WIN

Grade 7

1. English 7
2. Math 7
3. Life Science
4. U.S. Studies
5. Physical Education / *Music Elective (A/B day rotation)
6. FACS or Industrial Technology
7. WIN

Grade 8

1. English 8
2. Algebra 1 or Intermediate Algebra
3. Earth Science (2023-2025)
4. Global Studies
5. Physical Education or Health & Wellness
6. Electives : _____/_____
7. WIN

*Music Elective

Grade 6
Beginning Band
Beginning Choir
Beginning Orchestra

Grade 7
Intermediate Band
Intermediate Choir
Intermediate Orchestra

Grade 8 Electives
Art: Cartooning and Animation
Business Education
Family and Consumer Science
Industrial Technology
Music: Advanced Band, Choir or Orchestra
World Language: German or Spanish

Plans to consider

Plan A: Current 6 Period with Wheel

Plan B: 7 Period

Plan C: 3 x 5 Block (with or without AB)

Plan A: Current 6 Period with Wheel

Wheel Defined

Exploratory wheel classes are designed to give students the opportunity to explore topics they may wish to take in the future. The courses are introductory in nature and provide pathways into field of study in high school. These classes may be required to meet requirements of state and local standards.

Elective wheel classes are designed to have “choice and voice” for students. Students select the courses that they are interested in as long as they are meeting the requirements of state and local standards. This would look like a menu of electives that students would choose from (more like high school).

Note:
Each wheel course would be 9 weeks, or 1 quarter, in length.

Current Six Period Day with Wheel Option

Time		Quarter 1		Quarter 2		Quarter 3		Quarter 4	
8:45-9:34	Pd 1	English		English		English		English	
9:39-10:28	Pd 2	Math		Math		Math		Math	
10:33-11:04	WIN	Interventions, Enrichment and Exploration							
11:09-12:33	Pd 3	Social Studies / Lunch		Social Studies / Lunch		Social Studies / Lunch		Social Studies / Lunch	
12:38-1:27	Pd 4	Science		Science		Science		Science	
1:32-2:21	Pd 5	Phy ED	Required Arts (1) - Music	Phy ED	Required Arts (1) - Music	Phy ED / Health (8th)	Required Arts (1) - Music	Phy ED / Health (8th)	Required Arts (1) - Music
2:26-3:15	Period 6	Required Arts (2)		Wheel Explore/Elective		Wheel Explore/Elective		Wheel Explore/Elective	

Electives could include (examples): Visual Arts, Media Arts, General/Modern Music, FACS, Industrial Tech, Business/Computers, Communications, Drama, Study Skills, Film/Animation, Environmental Studies, etc.
This is where we can get creative with offerings for students.
We could also have set/required classes at specific grade levels.

Possible Wheel Courses by Grade Level

6th Grade
Exploratory Wheel
Introductory Level Classes:
Business/Computers
Industrial Technology
Family and Consumer Science (FACS)

Arts Standards (Must have 2)
(1) Art:
-Visual or Media (choice)
(2) Music:
-Beginning Choir, Band or Orchestra (choice)

7th Grade
Exploratory/Electives Wheel
FACS
Industrial Technology
Study Skills/Career Exploration -
Reading Strategies -
Business/Computers-

Arts Standards (Must have 2)
(1) Art:
-Visual, Media, Dance, Theater (choice)
(2) Music:
-General Music
OR
-Intermediate Choir, Band or Orchestra

8th Grade
Electives Wheel
Environmental Studies -
Intro to World Language -
FACS -
Ind Tech -

Arts Standards (Must have 2)
(1) Art:
-Visual, Media, Dance, Theater (choice)
(2) Music:
-Advanced Choir, Band or Orchestra
OR
-Music Elective (Modern Music, Guitar, Hip Hop, etc.)

*The exploratory and elective offerings would be defined once a decision has been made regarding a schedule.

Plan A: Current 6 Period (Wheel)

Pros:

- Staffing cost neutral option
- Potential increase student choices
- Performance music could be year long on A/B rotation
- Easier to implement
- Art Standards would meet compliance
- Introduction to several possible career pathways
- No curriculum adjustments for core content areas
- Allows for WIN and PLC
- Fits into current contract language
- Possible creation of innovative course electives

Cons:

- Less days of instruction in elective areas (quarters vs. semesters)
- Standards would need to be prioritized in 9-week elective courses
- Potential staffing challenges with having to share sites
- Does not address needs/desires of high school schedule
- Elective choices might be limited by licensing requirements

*This would be a change for Middle School only

Cost Analysis of Plan A:

- Cost impact on staffing would be neutral
  - *Same FTE but potential shifts in licensure area*
- Curriculum Adjustments (one time cost)
  - *Some classes would need to be adjusted for quarters (Wheel and Electives)*
  - *Currently there are 12 affected courses in the Middle School Course Catalog.*
  - *New courses may be created as Elective Options (assuming 6 for calculation)*

Minimum Estimated Known Cost Impact: $32,000-$54,000

Plan B: 7 Period Day

96

304

7 Period Day Defined

This is a standard or traditional schedule. Students attend class on a daily basis. All class periods start and end at the same time every day, meet at the same sequence and are the same length.

Note:
Classes would be 44 minutes in length. This would be a reduction of 5 minutes per day at the Middle School level.

Middle School: Straight 7 Period (+18 minutes)

Time Example	Sixth (6) Grade	Semester One	Semester Two
8:45-9:29	1	Math	Math
9:34-10:18	2	Science	Science
10:23-11:07	3	English	English
11:12-11:42	WIN	Interventions, Enrichment and Exploration	
11:47-12:31	4	Social Studies	Social Studies
12:36-1:06	Lunch	30 minutes	
1:11-1:55	5	Physical Education	*Elective
2:00-2:44	6	Business Education	Required Arts (2)
2:49-3:33	7	Required Arts (1)	*Elective

Impacts Band, Choir, and Orchestra (1 semester) - Adds two (2) semesters of electives for 6th graders

Middle School: Straight 7 Period (+18 minutes)

99

Time Example	Seventh (7) Grade	Semester One	Semester Two
8:45-9:29	1	Math	Math
9:34-10:18	2	Science	Science
10:23-11:07	3	English	English
11:12-11:42	WIN	Interventions, Enrichment and Exploration	
11:47-12:31	4	Social Studies	Social Studies
12:36-1:06	Lunch	30 minutes	
1:11-1:55	5	Physical Education	Required Arts (2)
2:00-2:44	6	Ind Tech	FACS
2:49-3:33	7	Required Arts (1)	*Elective

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Impacts Band, Choir, and Orchestra (1 semester) - Adds one (1) semester of electives for 7th graders

Middle School: Straight 7 Period (+18 minutes)

100

Time Example	Eighth (8) Grade	Semester One	Semester Two
8:45-9:29	1	Math	Math
9:34-10:18	2	Science	Science
10:23-11:07	3	English	English
11:12-11:42	WIN	Interventions, Enrichment and Exploration	
11:47-12:31	4	Social Studies	Social Studies
12:36-1:06	Lunch	30 minutes	
1:11-1:55	5	Health	Physical Education
2:00-2:44	6	Required Arts (1)	Required Arts (2)
2:49-3:33	7	*Elective	*Elective

~~347~~ 348

Impacts Band, Choir, and Orchestra (1 semester) - Adds two (2) semesters of electives for 8th graders

Plan B: 7 Period Day

Pros:

- Additional elective opportunities for students
- Could possibly have World Language and Music in one year
- Includes WIN and time for PLCs
- Added student contact minutes over the course of the school year if lengthen student school day
- No significant impact on curriculum development
- Standards met during course of school year
- Old language remains in teacher contract
- More opportunities for Special Education supports to be offered outside of core

Cons:

- More transitions for students (1 additional)
- Periods would be shortened (4-5 min)
- Teachers would see more students per day, more grading
- More classes for students to manage at once
- Adjustments needed to Transportation schedule

Middle School Cost Analysis for Plan B

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- Increased staffing
  - 14-16.7% of staff reduced in 2006 when we moved from 7 periods to 6 periods
  - Rough number of additional sections needed = number of students in building / number of student to staff ratio / number of sections a teacher can teach
  - OEMS = 6 FTE ; LPMS = 4 FTE
    - Middle School = 10 FTE = $1,000,000 (Assuming 1 teacher = $100,000)
  - Teach 5 out of 7 periods (71%) vs. 5 out of 6 periods (83%) = +12% of teaching staff needed
    - Middle School = + 8 FTE
  - Estimated cost increase for teaching FTE: $800,000
- Increased time for hourly staff who work bell to bell if additional time added to student day
  - Rough estimate of 12% increase in total labor cost (teachers, paras, clerical, etc) = $825,000
- Undetermined Cost Variables
  - Adjustments to transportation
    - Would need to revisit contract with Voyageur Transit
    - End time Adjustments of 18 minutes for Middle School students
    - May drive need to adjust High School Schedule as well due to transportation schedule
  - Possible New Course Development (number TBD)
  - Union Contract Negotiations
    - Old language still exists in contract and may need revisions

360

Minimum Estimated Known Cost Impact: $825,000-$1,025,000

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Plan C: 3 x 5 Block (with or without AB)

Definition of 3 x 5 Schedule

A 3x5 schedule is a variation of a standard period schedule. It is used in combination with a school or district calendar that has trimester terms. Schools would have five periods per day.

Students are able to complete a year-long course in either two or all three trimesters.

Note: In this case, each standard period would be 60 minutes per day. This would be an addition of 11 minutes per class at the middle school. There would be one less period per day.

MS 3 x 5 (Without AB Example)

Time Example	8th Grade	Trimester One	Trimester Two	Trimester Three
8:45-9:45	Block 1	Math	Math	Physical Education
9:50-10:20	WIN	30 min	30 min	30 min
10:25-11:25	Block 2	English	English	Health
11:30-12:30	Block 3	Physical Science	Physical Science	Rqd Arts Choice
12:35-1:05	Lunch	30 min	30 min	30 min
1:10-2:10	Block 4	Global Studies	Global Studies	*Elective
2:15-3:15	Block 5	Rqd Arts Choice	*Elective	*Elective

6th/7th Grade	Trimester One	Trimester Two	Trimester Three
Block 1	Math	Math	Required Arts Choice
Block 2	English	English	PE
WIN	30 min	30 min	30 min
Lunch	30 min	30 min	30 min
Block 3	Earth/Life Science	Earth/Life Science	6th grade TBD / Indl Tech.
Block 4	MN/US Studies	MN/US Studies	Comp/FACS
Block 5	Required Arts Choice	*Elective	*Elective

Impacts Band, Choir, and Orchestra - Reduces minutes in core content areas

Note: Not recommending a move to this model for the High School in 2023-24

Plan C: 3 x 5 without AB schedule

Pros:

- Students would have more class options/elective opportunities
- Fewer transitions (1 per day)
- Longer class length (11 min/day)
- Additional class time would be minimal adjustment for teachers
- More time allows for more in depth teaching and relationship building during a period
- Fits within current student day timeframe
- Teacher prep is slightly longer
- Students focus on only 5 classes at a time, resulting in more in depth work

Cons:

- Would be challenging for HS to implement
- Performing Music courses would be impacted
- Not all classes back-to-back trimesters
- Less time in core classes (math, ELA, Science, etc.) over the course of a year (8400 minutes vs. 6900 minutes)
- Many necessary curriculum adjustments
- Shortened time to master standards (12 week trimesters vs 18 week semesters)
- Would require a change in contract language

Alternative 3x5 with AB

Additional option to provide full year instruction in some course areas.

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Allows for performance Music classes (Band, Choir and Orchestra) to be full year

Allow for students to be active in PE over the course of the year

In this scenario, we have prioritized one core instructional area, Math. Due to lower than desired student achievement scores, this would be a year long course with extended time.

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MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	6th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		Idea: Reading Strategies	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		Required Arts Choice (2)	
2:15-3:15	5	Science		Science		Business Education	

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	6th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		Idea: Reading Strategies	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		Required Arts Choice (2)	
2:15-3:15	5	Science		Science		Business Education	

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	7th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		Ind Tech	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		Required Arts Choice (2)	
2:15-3:15	5	Science		Science		FACS	

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	7th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE	Rqd Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		Ind Tech	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		Required Arts Choice (2)	
2:15-3:15	5	Science		Science		FACS	

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	8th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	PE/Health	Rqd Arts - Music (1)	PE/Health	Rqd Arts - Music (1)	PE/Health
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		*Elective	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		*Elective	
2:15-3:15	5	Science		Science		Required Arts Elective	

*Maintains two elective choices at 8th grade level

MS 3 x 5 (AB Example)

Time	Gr.	Trimester One		Trimester Two		Trimester Three	
	8th	A Day	B Day	A Day	B Day	A Day	B Day
8:45-9:45	1	Rqd Arts - Music (1)	Health	Rqd Arts - Music (1)	Health / PE	Elective Arts - Music (1)	PE
9:50-10:20	WIN	Interventions, Enrichment and Exploration					
10:25-11:25	2	English		English		*Elective	
11:30-12:30	3	Math		Math		Math	
12:35-1:05		Lunch: 30 min					
1:10-2:10	4	Social Studies		Social Studies		*Elective	
2:15-3:15	5	Science		Science		Required Arts Elective	

*Maintains two elective choices at 8th grade level

Note: Not recommending a move to this model for the High School in 2023-24

Plan C: 3 x 5 with AB

Pros:

- Some room for student choice
- Allows for PE and Music to continue all year
- Allows for one full year course to run in three trimesters (example prioritized Math)

Cons:

- Not all classes back-to-back trimesters
- Less time in most core classes (ELA, Science, Social Studies)
- Special Education opportunities may be limited as service minutes might be during core instructional periods

Cost Analysis for Plan C

- Staffing: Possible FTE adjustments
  - Added Electives
  - Adjustments to FTE for traveling
  - Assuming a 4% increase in staffing = 2.6 FTE or $260,000
- No Bussing or Transportation additional costs
- Curriculum Adjustments
  - All classes would need to be adjusted for trimesters
  - Currently there are 41 courses in the Middle School Course Catalog
    - Assuming 40-80 hours per course @ $33.46 = $54,874 - $109,748
- Undetermined Cost Variables
  - Adjustments to the DFT contract

Minimum Estimated Known Cost Impact: $370,000

8:45-3:15	Concept: Plan A 6 Period Day +Wheel + WIN			Concept: Plan B 7 Period + WIN (18 min)		Concept: Plan C 5 Block Trimester + WIN		
WIN minutes	31			30		30		
Passing Time	35			40		30		
Lunch	30			30		30		
Class Length	49			44		60		
Total Minutes Per Day	390			408		390		
Total Estimated Known Cost:	$32,000-$54,000			$825,000-$1.25 M		$370,000		
Ongoing Additional Cost per year:	$0			$825,000-$1.25 M		$260,000		
One Time Cost:	$32,000-$54,000			minimal		$110,000		
Class Days Per Year	173			173		115 or 58		
WIN minutes Per Year	5363			5190		5190		
Frequency of Class in Schedule	6 + WIN			7 + WIN		7.5 + WIN		
	Full = 1 cr	1 Sem = .5 cr	1 Qtr = .25 cr	Full = 1 cr	1 Sem = .5 cr	3 tri = 1 cr	2 tri = 1 cr	1 tri = .5 cr
Class Minutes Per Year	8477	4238	2058	7612	3806	10,380	6900	3480
Hours in Class Per Year	141.3	70.6	34.3	126.9	63.4	173.0	115.0	58.0

High School Option

High School Graduation Requirements

Course Area	*Credits*
English Lang. Arts	4.0
Social Studies	3.5
Mathematics	3.0
Science	3.0
Arts Choice	1.0
Health	0.5
Physical Education	0.5
Electives (Covid Adjust)	6.0 (21.5)
Electives (regular)	7.0 (22.5)

Required credit courses	Credit
English Language Arts Courses♦	
English 9**	1.0
English 10**	1.0
English 11**	1.0
English Electives**	1.0
Social Studies Courses♦	
Civics in Global Society	0.5
United States History**	1.0
World History or Int'l Studies (Grade 11)**	1.0
Economics (Grade 11 or 12)**	0.5
American Government and Politics (Grade 12)**	0.5
Health Courses♦	
Health	0.5

Required credit courses	Credit
Mathematics Courses♦	
Intermediate Algebra	1.0
Geometry 9 or Geometry	1.0
Algebra 2 or Algebra 2 Concepts	1.0
Science Courses♦	
Physical Science 9/Earth Science 9 Integrate	1.0
Biology**	1.0
Chemistry, Physics, or Aerospace Physics**	1.0
Physical Education Choice♦	0.5
Arts Choice♦	1.0
Elective Courses	6.0
Class of 2023 and 2024	6.0
Class of 2025 and beyond	7.0

Duluth's 6 Period Day (Current Schedule)	
Zero Hour	8:07 – 8:55
Period 1	9:00 – 9:48
Period 2	9:53 – 10:41
WIN	10:46 – 11:16
Period 3	11:21 – 12:09
Period 4A	12:14 – 1:02
Lunch (first)	12:14 – 12:44
Period 4B	12:49 – 1:37
Lunch (second)	1:07 – 1:37
Period 5	1:42 – 2:31
Period 6	2:36 – 3:24

HS: Six Period Day (Current)

Plans to consider

~~Plan A: Current 6 Period~~

Plan B: 7 Period

Plan B (2): 7 Period Modified

~~Plan C: 3 x 5 Block (with or without AB)~~

Straight 7 Period

121

699

Period/Time	Semester 1	Semester 2
1st Period 9:00-9:44	Advanced Band	Advanced Band
2nd Period 9:49-10:33	German 2	German 2
WIN 10:38-11:08	WIN	WIN
3rd Period 11:13-11:57	Algebra 2	Algebra 2
4A 12:02-12:46/Lunch 12:51-1:21 Lunch 12:02-12:32/4B 12:37-1:21	Biology 10	Biology 10
5th Period 1:26-2:10	English 10	English 10
6th Period 2:15-2:59	American History 10	American History 10
7th Period 3:04-3:48	Ceramics and Sculpture	Introduction to Engineering

HS: Straight 7 (+24 minutes)

123

7 Period Modified

601

Modified Block Definition

A modified block schedule uses a standard schedule as its base. It allows for classes to be modified on set days and maintains the standard schedule on others.

Note:

In this example, two block days are added to a more traditional standard schedule. Three days a week, students would go to all their classes following the standard periods, and two days a week, go to half their classes for an extended period of time.

Period/Time	Monday	BLOCK DAYS (93 min)	Tuesday	Wednesday	Thursday	Friday
1st Period 9:00-9:44	American History	BLOCK 1-2 9:00- 10:33	Period 1: American History	Period 2: German 3	American History	American History
2nd Period 9:49-10:33	German 3				German 3	German 3
3rd Period 10:38-11:22	Geometry	BLOCK 3-4 10:40-12:13	Period 3: Geometry	Period 4: Ceramics	Geometry	Geometry
4rd Period 11:27-12:11	Ceramics				Ceramics	Ceramics
5A 12:16-1:00 Lunch 1:05-1:35 Lunch 12:16-12:46 5B 12:51-1:35	English 10	5A 12:20-1:05 Lunch 1:10-1:40 Lunch 12:20-12:50 5B 12:55-1:40	English 10	English 10	English 10	English 10
WIN 1:40-2:10	WIN	WIN 1:45-2:15	WIN	WIN	WIN	WIN
6th Period 2:15-2:59	Health	BLOCK 6-7 2:22-3:55	Period 6: Health	Period 7: Biology	Health	Health
7th Period 3:04-3:48	Biology				Biology	Biology

HS: 7 Period Modified Block (Showing 1 sem only)

High School Cost Analysis for Plan B

- Increased staffing
  - Based on 14-16.7%: Rough number of additional sections needed = number of students in building / number of student to staff ratio / number of sections a teacher can teach
    - East = 9 FTE ; Denfeld = 6 FTE
    - High School = 15 FTE = $1,500,000
  - Teach 5 out of 7 periods (71%) vs. 5 out of 6 periods (83%) = +12% of teaching staff needed
    - High School = + 10.2 FTE
  - Based on 12%: Estimated cost increase for teaching FTE: $ 1,020,000 (Assuming 1 teacher = $100,000)
- Increased time for hourly staff who work bell to bell if additional time added to student day
  - Rough estimate of 12% increase in total labor cost (teachers, paras, clerical, etc)
  - $1,035,000
- Undetermined Cost Variables
  - Transportation Adjustments
    - Would need to revisit contract with Voyageur Transit
    - End time Adjustments of 24 minutes for High School students
  - Union Contract Negotiations
    - Old language still exists in contract and would need revisions, especially for modified block

Estimated Known Cost Impact: $1,035,000-$1,535,000

9:00-3:48	Current: No changes 6 Period Day + WIN		Concept: Plan B 7 Period + WIN (+24 min)		Concept: Plan B 7 Period Modified + WIN (+24 min)	
WIN minutes	30		30		30	
Passing Time	35		40		40	
Lunch	30		30		30	
Class Length	498		44		44	
Total Minutes Per Day	383		408		408	
Estimated Known Costs: (In the HS model these are ongoing costs)	-		$1,035,000- $1,535,000		$1,033,000- $1,535,000	
Class Days Per Year	173		173		103 standar period 35 block	
WIN minutes Per Year	5190		5190		5190	
Credits Earned each Year	6 + WIN		7 + WIN		7 + WIN	
	Full	1 Sem	Full	1 Sem	Full	1 Sem
Class Minutes Per Year	8160	4080	7612	3806	7612	3806
Hours in Class Per Year	136.0	68.0	126.9	63.4	126.9	63.4

High School Comparison

Wrap-Up

Alignment to Desired Daily Experiences (DDE) and Priorities

Area	***Plan A: 6 + Wheel***	***Plan B: 7 period***	***Plan C: 3 x 5***
Relationships	Same Level	Less time more kids	More time less kids
Choices and Pathways	Maybe - Determine grade requirements	Yes	Maybe - Determine grade requirements
Intervention/Support	Yes - WIN	WIN + added time	WIN + added time?
Time for Content	Yes - Current	Less per day Less per year	More per day Less per year
Sustainability	Yes - Current	Cost Impacts	Cost Impacts
Collaboration	Yes	Yes	Yes

Recommendation from Committee

Move forward with planning *Middle School* options that would fit our immediate needs:

- Address the implementation of Arts Standards
- Uses resources that are available
- Offers the most benefit to our students

While the 7 period day would be a desired option, it comes with substantial changes and significant resources. We would like to continue to explore the option as part of the longer term planning process that aligns with the District strategic plan.

Next Steps

Begin conversations with stakeholders

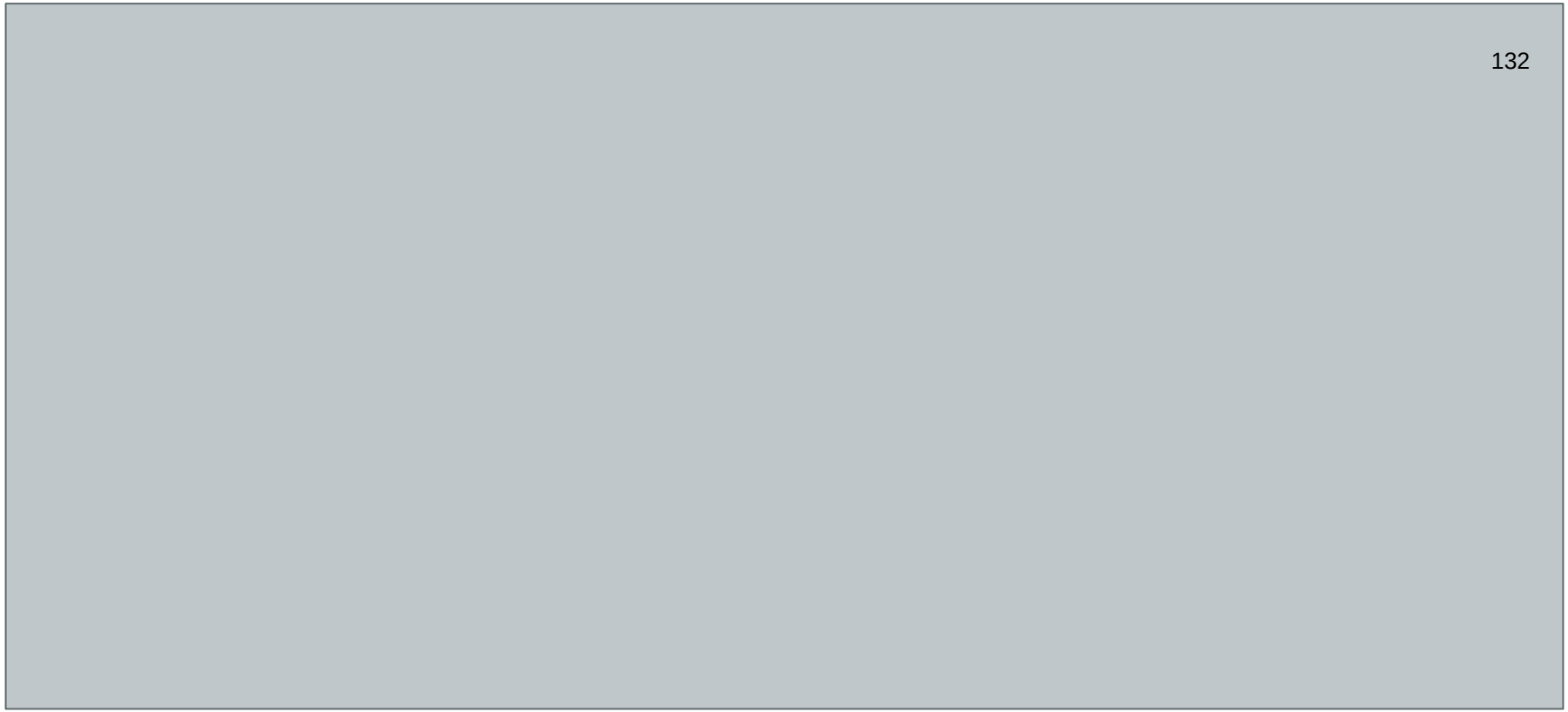
Gather questions and feedback from stakeholders

Include content specialists and more specialized staff as committee members

Address how options benefit students compared to our current schedule

Plan for course changes for 2023-24 school year

Future planning for High School schedule needs


132
460
460

Behavior, Bullying, & Suspension Incidents Report

Sept. 8th, 2022

Jacob Laurent
Climate Coordinator
Duluth Public Schools

ISD 709 Duluth Public Schools

Implicit Bias and Review of Data

Framing Bias

Attribution Bias

Confirmation Bias

Cautious When Reviewing Data

2021-2022 Behavior Incidents

[2021-22 Behavior Incidents PDF]

1832 Disruption / Insubordination

913 Violence / Threat (approx)

133 Attendance

75 Tech Violation (approx)

143 Alc., Tobacco, Drugs (approx)

3924 Total Incidents (469; 4341 previous 2 years in order)

21-22 Bullying and Cyber-Bullying Resolutions

Bullying and Cyber-Bullying Resolutions PDF

Working with Parents

Student Conferencing

Various Interventions; Restorative Practices

ISS/OSS

72 Bullying; 17 Cyber-Bullying

2021-2022 OSS Data

Duluth Public Schools

2021-2022 Duluth Public Schools
Total Number of OSS Days By Student Group
Annual Report - Public Copy

2021-2022	Total	Male	Female	Hispanic or Latino	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Two or More Races	Free or Reduced Lunch	Paid Lunch	SpEd	GenEd
Congdon Park	23	20	3	0		0			11	0	22	1	21	2
Homecroft	0	0	0						0	0	0	0	0	0
Lakewood	0	0	0						0		0	0	0	0
Lester Park	8	7	1	1					6	1	2	6	5	3
Lowell	7	7	0	5	0				2	0	6	1	6	1
Lowell Spanish Immersion	9	0	9	0					9	0	0	9	0	9
MacArthur	11	6	5	0	0		1		5	5	9	2	3	8
Myers Wilkins	22	16	6	2	4		4		4	8	20	2	8	14
Piedmont	58	53	5	0	0		2		49	7	52	6	9	49
Stowe	1	1	0				0		1	0	1	0	0	1
Lincoln Park	407	226	181	31	82		110		103	81	327	80	133	274
Ordean East	148	117	31	2		0	34		102	10	72	76	52	96
ALC	0	0	0						0	0	0	0		9
Denfeld	948	640	308	34	30		271		475	130	754	194	553	395
East	117	83	34	2	2	0	4		98	11	44	73	43	74
Total	1759	1176	583	77	118	0	438	0	865	253	1309	450	833	926

	Hispanic or Latino	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Two or More Races	SpEd	GenEd
Alcohol		2		1		7	1	4	1
Arson	2								2
Assault	8	13		31		99	33	79	105
Attendance	4	11		19		17	14	26	39
Bomb Threat						2			2
Bullying	2			7		22	4	13	22
Computer						1			1
Controlled Substance (Prescription)						11		1	10
Cyber Bullying						7	2	4	5
Disruption/Disorderly Conduct/Insubordination	31	33		140	9	332	113	320	338
Electronic Device Violation		1		3		11	3	3	15
Extortion				3		1	1	1	4
Fighting	11	12		94		110	44	121	150
Gang Activity				1			1		2
Harassment	1	4		3		38	8	22	32
Illegal Drugs	5	3		17		54	12	30	61
OverTheCounter Meds Against School Policy						1			1
Robbery	1							1	
Terroristic Threats						2		2	
Theft		2		2		11	3	5	13
Threat/Intimidation	3	4		28		58	16	48	61
Tobacco	7	10		9	1	39	15	36	45
Vandalism/Property Related	3	3		5	1	30	3	23	22
Verbal Abuse	1	4		20	3	34	15	50	27
Weapon	1	3		4		17	7	15	17
Grand Total	80	105	0	387	14	904	295	804	981

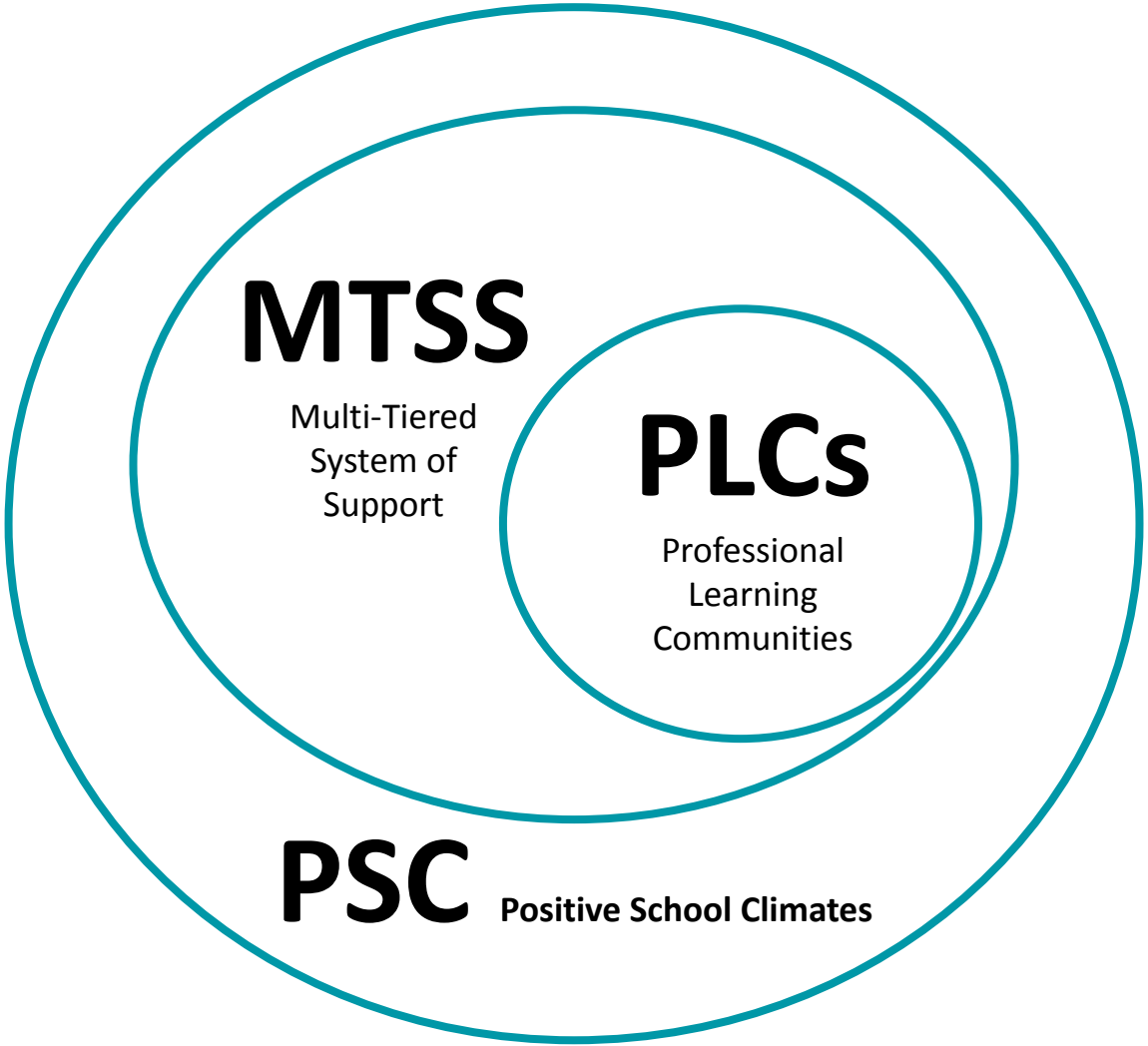
5 Year Trend: District Days of OSS

Demographic Groups	2017-2018	2018-2019	2019-2020**	2020-2021**	2021-2022
Hispanic or Latino	56	52	72	8	77
Am. Ind. or Alaskan N.	124	76	77	5	118
Asian	8	1	3	0	0
Black or Afr. American	426	424	288	25	438
Hawaiian or Pacific Isl.	*	*	*	*	*
White	648	474	475	56	865
2 or More Races	322	248	229	17	253
Special Education	876	611	519	29	833
General Education	708	664	625	82	926
Total Days Used	1584	1275	1144	111	1759

Disproportionate across:

Race	**(OSS - POP.)**
Black	(25% - 5%)
Am. Ind.	(6.7% - 3%)
2 or More Races	(14% - 10.5%)
White	(49.2% - 77%)
Special Educ	(47.4% - 19%)
Free & Reduced	(74.4% - 33%)
Female	(33.1% - 49.5%)

1759 Days of Use in 2021-2022


MTSS
Multi-Tiered System of Support
PLCs
Professional Learning Communities
PSC
Positive School Climates

Continuing the MTSS Journey

*MTSS = Multi Tiered Systems of Support

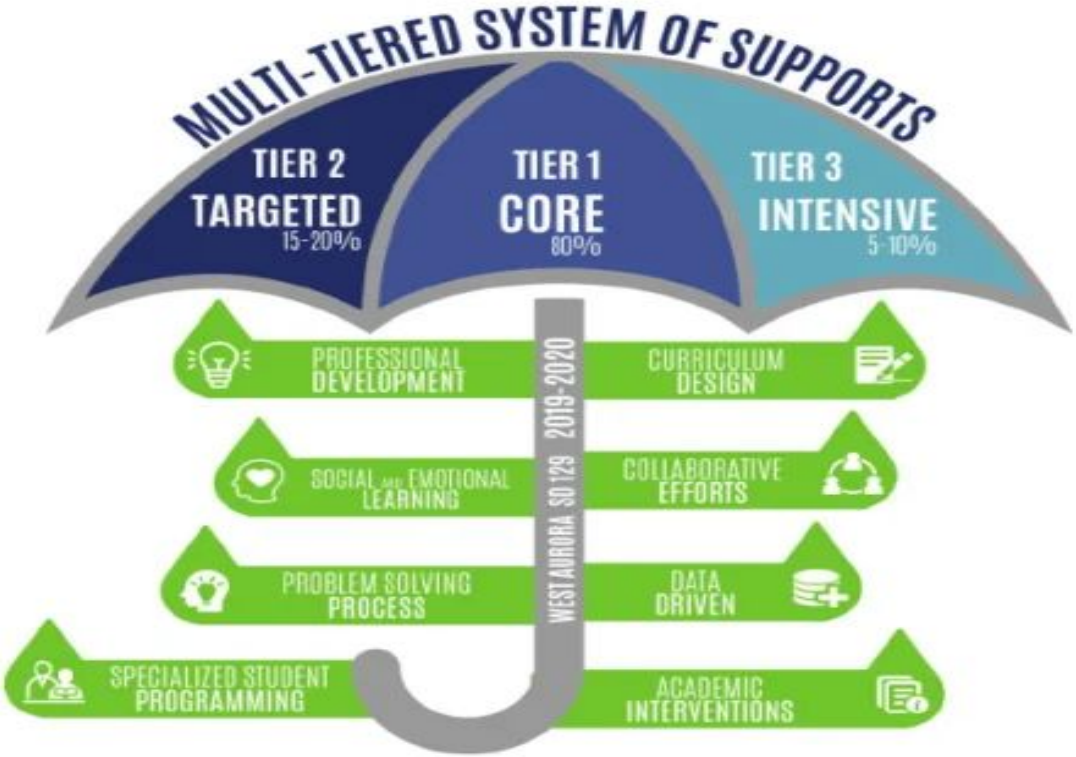
*District Team (Academic and SEB) went through training through U of MN

*Goal of completing and finalizing an operating Handbook; and ‘Quick Glance”

*Hired MTSS Social-Emotional-Behavioral Coordinators for each site

*When done with fidelity and commonality will lower Special Education referrals and proper interventions matched to students can lower disciplinary practices as well such as OSS and ISS

Under the MTSS Umbrella



2nd Step - Social-Emotional Learning Curriculum - Year 2[145]

*Year 2 of a 5 year commitment (ESSER funded) for the Second Step digital curriculum for all students pre-k through 8th grade

*Completion Data (goal of 80% for Year 1)

-Elementary = 82.3%; Middle = 92%

*Posters and Lanyards bought for staff using the program for 22-23

*A SECL curriculum that follows students in DPS

*SOS embedded into our High Schools; Denfeld has a ‘Homegrown’ SEL

Restorative Practices

*Working with Mickelson Consulting out of Cloquet, MN

*Last year trained vast majority of support staff (int. specialists, counselors, social workers, psychs, Am. In. liaisons, mental health practitioners, deans) & Leadership (principals, AP's, district leaders).

*Posters and Restorative Chat cards to all sites

*All staff training on Restorative Chats (Aug. 2022)

Positive Behavioral Interventions & Supports

Project AWARE

- How much is the grant? = $375,000 for years 1-4 & $360,000 for year 5 (we are starting Year 2)
- Partnered with MDE; grant through SAMHSA
- Goal? = support with developing a mental health/social, emotional continuum of supports.
- Examples
  - Restorative Practices (RP) and training across the district
  - Calming Kits for Elem. Classrooms and Alternative Seating for Secondaries
  - PBIS funding for PBIS Teams and Site allocations
  - Sub Costs
  - Posters, lanyards, and other materials to assist in developing SEL competencies and building RP
  - 2 Full time Positions

Other Notables

Implicit Bias Training

Equity Audit 2021-2022

CPI Training and De-Escalation

Trauma Informed Practices

PBIS (6 schools and pre-k)

Staffing of Alt. to Suspension Rooms in our secondaries

Family & Student Handbook Review with MDE’s assistance

Some Recommendations

Recommendations

Create a stronger tie to Community

Establish & Maintain Minimum Expectations and Resources for each school

Create and Finalize MTSS district guidance and umbrella framework with individual sites aligning and altering this framework to match support at ind. sites

Continue to see 2nd Step through - provide resources, guidance, and support

Continue to switch to the proactive vs reactive (Tier 1/Universal)

Offer and continue to provide PBIS, trauma informed, and restorative practices professional development

Building a sustainable Alternatives to Suspension program at sites with high numbers of OSS

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 8, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - None**
3. **POLICIES FOR SECOND READING**
   A. Policy 208 - Development, Adoption, and Implementation of Policies 2
4. **REGULATIONS - Informational - None**
5. **OTHER**

Adopted: _____ *MSBA/MASA Model Policy 208*
Orig. 1995
Revised: _____ *Rev. 2022*

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. ~~A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.~~ An electronic copy of the school district policies shall be placed on the district website. Paper copies shall be placed in the Superintendent's office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every ~~three~~ four years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one ~~third~~ quarter of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 13, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Finance Department Report - Verbal
     - 2) Enrollment Report - None (Reports will resume in October 2022)
     - 3) Child Nutrition Department Report 4
     - 4) Facilities Department Report 6
     - 5) Technology Department Report 8
     - 6) Transportation Department Report 9
3. **Recommended Resolutions**
   - A. B-9-22-3915 - Maximum Levy Certification 11
   - B. B-9-22-3916 - Acceptance of Donations to Duluth Public Schools 12
   - C. B-9-22-3917 - Acceptance of Grant Awards to Duluth Public Schools 13
4. **Consent Agenda**
   - A. HR Staffing Report 14
   - B. Finances
     - 1) Hourly-Substitute Pay Rates Minimum Wage Increase FY23 15
     - 2) ISD 709 Game Worker Rates FY23 18
     - 3) Financial Report - August financials will be provided at a later date (after audited)
     - 4) Fundraisers - None
   - C. Bids, RFPs, and Quotes - None
   - D. Contracts, Change Orders and Leases
     - 1) Cook County Tuition Agreement with ISD 709 for Math Services in FY23 19
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5. **Miscellaneous Informational Items (no action required)**
   - A. District Properties Update 29
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Human Resources Report Summary
September 2022 Activities

1) Staffing Updates:

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

	Certified	**Non-Certified**
# New Hires	26	2
# Retirements	0	5
# Resignations	2	18
# Leave of Absences	2	4

2) HR Department Updates:

On August 23, the Human Resources Staff welcomed all new hires at a New Hire Orientation, held at Duluth East High School. Over 70 new employees attended! There is another orientation session scheduled for September 19, to catch any new employees that were hired after the initial orientation session. On August 29, the Human Resources team had a recruitment table at the Unity in the Community event- we had many people drop by asking about paraprofessional positions and are hopeful to see those people apply for positions!

Teachers on Call is now live and appears to be going well. Training was provided to all site principals and clericals over the last few weeks. Initial fill rates for absences have ranged from 53%-78.6%. In the 2021-2022 school year our fill rate for absences was below 50%. Recruitment continues for qualified substitutes. After further review of the data, in 2021-2022 we had 160 “active” substitutes in the system. To date, 60 of those have completed the process, another 24 are completing final steps, 18 have been hired as regular teachers or paraprofessionals with the District, 17 have taken other jobs or are no longer interested and 41 have not yet applied. Teachers on Call continues to reach out to the 41 that have not yet applied and are actively recruiting new substitutes as well.

Amber Pietrusa was promoted on 8/22/22 to the Benefits Coordinator position, previously serving the District as the Human Resources Assistant at our front desk. She has many years of benefits experience working with UnitedHealthcare. Sophia Tomeck was hired on 9/6/22 as the Human Resources Assistant at our front desk. Sophia comes to us from Arrowhead Abstract and Title Co. where she served as the Receptionist. Sophia has many years of experience providing customer service and supporting a busy office. Miranda Fox will start with the District as a HRIS/Payroll Specialist on 9/12/22. Miranda comes to us from St. Luke’s Hospital system where she served as an Applications Analyst supporting payroll and HRIS. She has a wealth of technical knowledge that we are excited to utilize to make our payroll and system processes more efficient.

3) Benefits Updates:

Our Benefits Team has been very busy with the start of the new school year processing benefits enrollments. We will be implementing a 529 Savings Plan and Roth Savings Plan option for employees in the next coming months and are reviewing our ancillary benefit options as we prepare for Open Enrollment later this year.

We will be launching another Calm Challenge for employees in October. Employees will need to sign up for Calm (if they haven't already), collect 100 Mindful Minutes by listening to meditations, sleep stories, and masterclasses in the app. To date, we have 41.1% enrollment in the app.

4) Hiring Updates:

Through 09/12/2022, we have posted 248 Certified positions for the 2022-23 school year. Of those postings, we have extended offers to 203.

Through 09/12/2022, we have posted 131 Paraprofessional positions for the 2022-23 school year. Of those postings, we have extended offers to 94.

Current Openings as of September 8, 2022:

Licensed:
Teachers, High School (5)
Teachers, Middle School (1)
Teachers, Special Education (1)

Non-Licensed:
Activities/Athletics (1)
Administration (1)
Administrative/Management (1)
Child Nutrition (21)
Clerical (1)
Maintenance (1)
Playground/Cafeteria Monitor (9)

Paraprofessionals (26)
Cultural Immersion Program (1)
Early Childhood Special Education (1)
Instructional (2)
Licensed Sign Language Interpreter (2)
Sign Language Facilitator (1)
Special Education Program (10)
Special Education Student Specific Setting III (5)
Supervisory Paraprofessional (3)

5) Contract Negotiations:

The last group contract to be settled is the National Conference of Fireman and Oilers. Mediation with this group was held on July 20, 2022, with more than ½ of their negotiating team not present. The main issues still open included the addition of a Field Engineer position, vacation and sick leave accrual process, minimum work hours for bus drivers, and wages. The session ended at 11:30 p.m. with the District requesting a vote from the bargaining unit on our final proposal. The vote has now been scheduled for September 24, 2022.

Child Nutrition Report
August 2022

Meals and Food Production Activity: Summer Meals are now over.
Summer Totals:

Summer Meals 2022								
Monthly Report								
Meal counts		BREAKFAST				LUNCH		
	June	July	August	TOTAL	June	July	August	TOTAL
TOTAL MEALS								
Lincoln Park	100	401	751	1252	119	529	900	1548
Lowell	724	1211	906	2841	787	1405	952	3144
Macwest bags	80	200	90	370	397	1053	466	1916
Macwest In School	452	1080	1438	2970	632	1342	1686	3660
Myers-Wilkins	125	796	759	1680	278	1230	962	2470
Piedmont	149	354	229	732	463	818	397	1678
Stowe	88	156	116	360	320	631	585	1536
Heritage Boys and	0	0	0	0	250	500	375	1125
Lincoln Boys and g	0	0	0	0	253	500	375	1128
Aicho	85	235	150	470	240	538	375	1153
Rockridge	120	150	90	360	160	150	90	400
Center City	50	0	0	50	270	600	450	1320
Neighborhood yout	30	175	150	355	60	405	300	765
TOTALS	2,003	4,758	4,679	11,440	4,229	9,701	7,913	21,843
Days of service	9	20	15	44	9	20	15	44
Average per day	223	238	312	260	60	485	528	496

TOTAL MEALS Breakfast	LUNCH
11,440	21,843

Applications for Educational Benefits (Free and Reduced Lunch forms) update:

Amount of applications completed are as follows.

- 7 paper applications completed
- 335 Online applications completed

- Current students set to expire on 10/18/22 (the allowable 30 days) of free or Reduced Status from last year—282

Students qualified for program through applications and Direct Certification from the State of Minn.

Free—2641
Reduced—540
Paid—163 (applied and didn't qualify)

Child Nutrition Employee Update:

- Held back to school training for all employees. Recertified school managers with State of Minnesota Certified Food Safety certificates.
- Looking to hire 26 employees, including hourly dishwashers

Facilities Management & Capital Project Status Report
August 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 228 work orders and are currently working on 290 open work orders.

Capital Construction

- Denfeld tower work is progressing well with three sides done and working on the last side.
- The Congdon Park window replacement project is almost done and looking good!
- New Denfeld SPED bathroom construction is nearing completion.

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

- **Construction Tasks "On The Hill"**
  - ➢ Final tasks are ongoing in the existing Facilities building which is close to complete.
  - ➢ Precast and steel is going up at the DSC and Transportation Building.
  - ➢ Abatement is occurring at CHS.

Building Operations

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- Operations staff have been performing an excellent job with summer cleaning, and the buildings are looking good.
- There are 21 vacancies in the Facilities Operations that we are working hard as well as need to fill.

Health, Safety & Environmental Management

- Neutralization tank cleaning completed at EHS & DHS (3 year)
- Fire Marshal inspection of Garfield has been completed. Corrections underway
- ALICE instructor training held at OEMS for School & District leadership
- First safety committee meeting of the year held
- Gym hoop & operable wall inspections & maintenance complete. Some repairs to come
- Bloodborne Pathogens Written Program fully updated
- ERTK virtual training created for new employees and development day 22-23
- A repeater was installed at Lowell. In-building radio communications should improve
- OEMS radio repeater put on emergency power. Now it will run on generator power if the building power supply goes down.

Workers' Compensation Activities

August 2022

- First report of incidents:---------- 0
- OSHA recordable incidents:---------- 0
- Days away from work:---------- 0
- Days of restricted work:---------- 0

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

- First report of incidents:---------- 100

- OSHA recordable incidents:---------- 20
- Days away from work:---------- 123
- Days of restricted work:---------- 338

161

Technology Department - August Report (8/1 - 8/29)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 542K Emails Messages Accepted/Delivered
        - 29K were rejected
        - 686K were identified as Spam
        - 3.7K were identified as Phishing
        - 40 were identified having a suspicious attachments
        - 4.4K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 6,962 Active Accounts (Accounts for students under 13 get disabled until we get parental consent)
      - 22.3TB of storage
      - 462K Files shared externally
      - 156 Suspicious login attempts
      - 2.5K Failed user login attempts
      - Data Loss Prevention (DLP) policy
        - 21 High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None at this time
  - Near future
    - Data Center Colocation services. Currently Involta
    - E-Rate Network Switches, district wide

- **Technology Help Desk Tickets (8/1 - 8/29)**
  - 590 New Technology Support Tickets Created (182%)
  - 658 Tickets were resolved (199%)
  - 634 Tickets remain unresolved (13%)

- **Projects**
  - Cybersecurity - Working on security vulnerabilities that have been identified by Arctic Wolf.
  - Continue to work with Benson Electric to install/move wireless access points following our Blended Learning Wireless Assessment report
  - New Cisco Network Infrastructure equipment has been ordered for DSC, Transportation and Facilities. Some items have been received already
  - New AV equipment has been ordered for the DSC School Board Meeting Space. Some items have been received already
  - New Panasonic Video Security equipment has been ordered for the two Middle Schools Some items have been received already

Independent School District No. 709 - Duluth Public Schools

2022-23 Transporation Pricing Proposal

Voyageur Bus Company

8/2/2022

CPI-U Mpls-St Paul All Items July 2022 = 8.2%	2021-22	%	2022-23
Regular Ed & Special Education Route Rates:			
Bus Routes 4 hrs or less	$299.26	8.20%	$323.80
Bus Routes between 4 & 5 hours	$304.85	8.20%	$329.85
Bus Routes over 5 hr: Rate Per 15 min	$11.85	8.20%	$12.82
Half Day Rate - AM 50% of Full Day Rate			
- PM 65% of Full Day Rate			
Midday Up to 1.0 Hours	$66.39	8.20%	$71.83
Midday 1.0 - 1.5 hours	$92.21	8.20%	$99.77
Midday 1.5 - 2.0 hours	$117.82	8.20%	$127.48
Midday 2.0 - 2.5 hours	$142.27	8.20%	$153.94
Out-of-Attendance Boundary Mileage Rate	$2.33	8.20%	$2.52
Late Activity	$51.30	8.20%	$55.51
Wheel Chair Bus Addition Per Day	$14.13	8.20%	$15.29
Driver Aide Per Hour	$25.00	8.20%	$27.05
Snow Day	$11,822.55	8.20%	$12,792.00
Extra-Curricular and Athletic Trip Rates:			
In-District: Minimum Rate (Includes 2 Hours)	$131.40	8.20%	$142.17
Out-district: Under 30 miles & 4 Hrs	$198.18	8.20%	$214.43
> Additional miles over 30 (per mile)	$2.33	8.20%	$2.52
> Additional Hourly Charge (Per Hour)	$45.00	8.20%	$48.69
One-Way In-District Charter	$131.40	8.20%	$142.17
Cancelled Trip within 1 hour of load time or COA	$131.40	8.20%	$142.17
Trailer Charge	$100.00	8.20%	$108.20
Misc. Charges:			
Camera Option (per bus/day)	$3.00	8.20%	$3.25
GPS Option (per bus/day} - *if applicable*	$3.00	8.20%	$3.25
Fuel Surcharge All Categories: All fuel in excess of $1.25/gallon + 10% Variance ($1.375)			

Transportation Report
August 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.

We started the year at least three drivers down. We have hired one new driver in the month of August. COVID continues to be a concern, due to quarantine time.

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 uses Versatrans as its student transportation software. The department is busy building and/or updating about 434 routes and coordinating with Voyageur. Our department is looking forward to the implementation in November/December of Transversa for routine. There are *many* updates daily.

- 32 trips in August, 2022
- 51 scheduled so far for September, 2022

ELDT is still and will likely continue to be troublesome for some time. ELDT stands for Entry Level Drivers Training. It is a new requirement by the FMCSA (Federal Motor Carriers Safety Administration) that started on February 2nd of this year. Basically, the new requirement makes us train drivers to a different standard than we have for many years and adds in training that is not specific to bus drivers, or training that has not been required in the past.

The Transportation Department is still waiting on the arrival of two new buses. The order has been received by the vendor, and we anticipate arrival in March of 2023.

Maintenance on non-transportation vehicles “under 5” is ongoing. The department recently completed maintenance on four non-transportation vehicles. Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). A&B scheduled maintenance inspection continues as well. Preps are underway for a State inspection coming early August (9th and 10th).

The average fleet age is 7.4 years. Current average mileage is 73,500 (goal is 50,000 – 60,000).

R E S O L U T I O N
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 20, 2022 at 6:00 PM in the Media Center at East High School, 301 N 40th Avenue East, and will receive input from the public on the proposed certified levy for 2022 payable in 2023.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2022 payable 2023 at the maximum amount.

Resolution B-9-22-3915 September 20, 2022

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
East HS	Lake Superior College Manufacturing Quality Lab - downtown location	$700.00	Only used to train students on proper inspection procedures	This is part of meeting the requirements of my advisory board, and training students on proper inspection methods. This will help articulate more credit in the Machining classes for our students.
East HS	Greyhound Volleyball Booster Club	$1,349.00	For HUDL athletic stats analysis subscription	
Denfeld HS	Jason Crane	In-Kind		Denfeld High School needed professional desks for employees. Crane donated a six-drawer mahogany desk.
Stowe ES	Amy Rahja	In-Kind		Donated pencils for classroom teachers.
Stowe ES	Lewy Smith	In-Kind		

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
Northland Foundation	Jennifer Jaros ECFE Coordinator	DW	$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.

CERT LEAVE	POSITION	EFFECTIVE DATES
Gottschald, Stephanie R	GRADE 1 TEACHER/STOWE	08/29/2022
Puglisi, Linda M	UNABLE TO WORK DUE TO SURGERY 3 MONTH RECOVERY	07/27/2022

CERT RESIGNATION	POSITION	EFFECTIVE DATES
FJERAN, SASHA R	ART TEACHER/ALC/AEO	08/15/2022
VAN SCOY, SHERYL S	LIBRARY MEDIA SPECIALIST/LOWELL	09/16/2022

CERT APPT	POSITION	EFFECTIVE DATES
ABRAHAM, ALAINA M	COUNSELOR/EAST, (MA)IV, 6	08/29/2022
ACKER, ALISSA D	SPEECH PATHOLOGIST/DISTRICT WIDE, (MA(IV, 8	08/29/2022
ARNESON, DANIELLE B	SCHOOL NURSE/DW, (BA) III 8, S SWART	08/29/2022
BAUERKEMPER, KRISTEN R	GEN ED SOCIAL WORKER/ LESTER PARK, (MA)IV, 6	08/22/2022
BENOIT, TIFFANY D	GRADE 4/LOWELL, (MA)IV, 9	08/29/2022
BERGAN, DAVID A	TEMP SCHOOL COUNSELOR/EAST, (MA)IV, 9	08/22/2022
BERGERSON, KRISTIN A	PHY ED/LOWELL, (MA+45)IV, 9	08/29/2022
BERGLUND, ANNA E	GRADE 6/ORDEAN, (MA)IV, 3	08/29/2022
BERKSON, EMILY K	GRADE 4/MYERS-WILKINS, (BA)III, 8	08/29/2022
BLUMHARDT, ZOE E	READ INTERVENTIONIST/LINCOLN PARK, (MA)IV, 5	08/29/2022
DOTSON, JAINA L	LTS GRADE 1/STOWE, (BA)III, 1	08/29/2022
HAKANSON, SONJA R	CTE TCHR/EAST, 0.6FTE, (MA) IV 5, J RUDOLPH	08/29/2022
KERKHOF, LOGAN J	ART SPECIALIST/HOMECROFT/LESTER PARK, (BA)III, 1	08/29/2022
LATOUR, GLENDA I	SPANISH IMMERSION/LOWELL, (MA) IV, 9	08/29/2022
LUOMA, ROCHELLE A	SPEC ED RESOURCE/MYERS-WILKINS, (MA+30) IV, 8	08/29/2022
MATTSEN, ALICIA M	MULTI CATEGORICAL SETTING III/LESTER PARK, (MA+15) IV, 9	08/29/2022
MCMAHON, MEGAN MARIE	SPEC ED EBD TCHR/LINCOLN PARK, (MA) IV 6	08/29/2022
MORRIS, ANJA J	GRADE 7/8/ORDEAN, (MA) IV 5, P NELSON	08/29/2022
MUNROE, MARY A	INTERVENTIONIST/LINCOLN PARK, (BA)III, 8	08/29/2022
PETERSON, JODY L	SPEC ED ASD SETTING III/LAURA MACARTHUR, (MA)IV, 9	08/29/2022
PLATH, DAWN B	SPEC ED SOC WORKER/DISTRICT WIDE, (MA) IV 9, T MCGOWAN	08/22/2022
SCHOFIELD, KAISA M	MULTI CATEGORICAL SETTING III/STOWE, (MA)IV, 4	08/29/2022
THUMS, KRISTIINA M	MUSIC SPEC/LESTER PARK/HOMECROFT, (BA)III ,2	08/29/2022
WEST, JENNIFER A	LTS GRADE 1/PIEDMONT, (BA)III, 8	08/29/2022
WILLIAMS, STACY J	HOSPITALITY/ CULINARY/DENFELD, (BA)III, 5	08/29/2022
ZIMPEL, ANNE E	ECFE TCHR/DISTRICT WIDE,.775 FTE, (BA), III 9, L SCHWARZKOPF	08/29/2022

NON CERT APPT	POSITION	EFFECTIVE DATES
JONES, SARAH R	SPE ED PARA/EAST, 32.5/38WKS, 19.86/HR	08/29/2022
LEE, RANDY J	SPEC ED PARA/DW, 24/38WKS, $19.12/HR	08/29/2022

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
CORBIN, KANIKISA L	AMERICAN INDIAN LIASON/DISTRICT WIDE	08/29/2022	06/09/2023
HELQUIST, MELODIE T	SPEC ED PARAPROFESSIONAL/MERRITT CREEK	08/29/2022	01/02/2023
KUDAIBERGENOV, YERGAZY	BUS DRIVER II/TRANSPORTATION	08/09/2022	
MATTHEWS, LISA M	SPEC ED PARAPROFESSIONAL/DW	09/01/2022	10/03/2022

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
COOKE, GAIL C	FOOD SERVICE HELPER/LAKEWOOD	08/18/2022
CURNOW, LOUISE A	PRE-SCHOOL PARAPROFESSIONAL/MYERS WILKINS	07/27/2022
ERICKSON, SARAH L	ASLP FACILITATOR PARAPROFESSIONAL/MYERS WILKINS	08/26/2022
FREEL, FREDERICK,J II	BUS DRIVER II/TRANSPORTATION	08/02/2022
HILL, KRISTA R	OFFICE SUPPORT SPECIALIST SENIOR/DENFELD	08/31/2022
HUDACEK, TAMMY L	SPEC ED PARAPROFESSIONAL/DENFELD	08/15/2022
JUSCZAK, TAWNYA L	SUPERVISORY PARAPROFESSIONAL/EAST	06/10/2022
LAVIGNE, NICHOLAS C	SUPERVISORY PARAPROFESSIONAL/ORDEAN EAST	08/22/2022
MULLENIX, SUSAN L	ASL FACILITATOR/LINCOLN PARK	08/16/2022
OJANEN, PAUL	SCHOOL BUS DRIVER II/TRANSPORTATION	08/18/2022
OLSON, JOSEPH J	SPEC ED PARAPROFESSIONAL/MERRITT CREEK	08/22/2022
PEARSON, SARAH A	TOSA MATH/ALC	06/10/2022
SMITH-TREMBLE, LAURA C	EXECUTIVE ASSISTANT/FACILITIES/UHG	09/08/2022
SNEDKER, ANGELA R	SPEC ED PARAPROFESSIONAL/LOWELL	08/07/2022
SODERLIND, ADAM C	SPEC ED PARAPROFESSIONAL/ORDEAN EAST	08/15/2022
STEINKE, HUNTER M	SPEC ED PARAPROFESSIONAL/EAST	07/28/2022
TUURA, JILL D	SPEC ED PARAPROFESSIONAL/DISTRICT WIDE	08/22/2022
VIERGUTZ, JODI E	SPEC ED PARAPROFESSIONAL/LESTER PARK	08/22/2022

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
BAUERS, RENEE L	PRE-SCHOOL PARAPROFESSIONAL/PIEDMONT	11/23/2022
CONSTANTINI, THOMAS J	SPEC ED PARAPROFESSIONAL/EAST	08/01/2022
FRONDEN, KAREN A	ECFE PARAPROFESSIONAL/LESTER PARK	06/10/2022
PFINGSTEN, PATRICIA J	SPEC ED PARAPROFESSIONAL/LESTER PARK	08/24/2022
VANDELL, BRENDA M	OFFICE SUPPORT SPECIALIST SENIOR/STOWE	08/29/2022

HOURLY/SUBSTITUTE PAY RATE SHEET			
PROPOSED EFF. 9/1/2022			
COMMUNITY EDUCATION			**PROPOSED NEW RATE**
American Indian Facilitator	Hourly	**$10.33**	**$13.50**
Lifeguard	Hourly	**$10.48**	**$13.65**
Locker Room Attendant	Hourly	**$10.33**	**$13.50**
Pool Director	Hourly	**$10.33**	**$13.50**
Puppeteer	Hourly	**$10.48**	**$13.65**
School-Aged/Pre-K Worker	Hourly	**$10.33**	**$13.50**
Site Supervisor Substitute	Hourly	**$10.50**	**$13.50**
Special Needs Helper	Hourly	**$10.33**	**$13.50**
Swim Instructor	Hourly	**$11.50**	**$14.50**
Temporary Building Coordinator	Substitute	**$12.50**	**$15.50**
Youth Development Programs			
Youth Service Facilitator	Hourly	**$12.50**	**$15.50**
Cross Age Student Helper | Playground Leader | Gym Supervisor Activity Leader | Summer Youth Placement Coordinator	Hourly	**$10.33**	**$13.50**
FOOD SERVICE			
Cook and Head Cook Substitute	Substitute	**$10.48**	**$13.50**
Food Service Substitute/Non-Unit Helper	Hourly & Substitute	**$10.33**	**$13.00**
Production Manager Substitute	Substitute	**$10.50**	**$13.50**
Satellite Manager Substitute	Substitute	**$10.50**	**$13.50**
Satellite Mgr Trainer	Hourly	**$15.63**	
Retired Food Service employees are paid $1.00/hr in addition to above rates.	Substitute		
MAINTENANCE AND CONSTRUCTION			
Lead Person for Laborers	Substitute	**$10.33**	**$13.00**
Retired Trades People	Substitute	**Step B of Maintenance CBA**	
Snow Shovelers, Temporary	Hourly	**$10.33**	**$13.00**
Summer AV Repair	Hourly	**$10.33**	**$13.00**
Summer Hourly Substitute	Substitute	**$10.33**	**$13.00**
Welder and Other Skilled Trades		**Step B of Maintenance CBA**	
BUILDING OPERATIONS			
Hourly Regular Substitute	Substitute	**$11.00**	**$13.00**
Substitute for Licensed People	Substitute	**$10.33**	**$13.00**
Summer Hourly and Summer Hourly Lawn Crew	Hourly	**$10.33**	**$13.00**
Retired Custodian	Substitute	**Step B Maintenance CBA**	

Retired Custodian II	Substitute	**Step B Maintenance CBA**	
Retired Fireperson I	Substitute	**$11.85**	**$14.50**
Retired Fireperson II	Substitute	**Step B Maintenance CBA**	
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Substitute	**Step B Maintenance CBA**	
TRANSPORTATION			
Bus Helper	Substitute	**$10.33**	**$13.50**
Field Trip	Substitute	**$10.48**	**$13.65**
PRINT SHOP			
Skilled Tradesperson	Substitute	**Step A of Maintenance CBA**	
Summer Hourly	Hourly	**$10.33**	**$13.50**
PURCHASING (STOREROOM)			
Hourly Regular Substitute	Substitute	**$10.33**	**$13.50**
Hourly Student	Hourly	**$10.33**	**$13.50**
Stock Clerk (Retired Employee)	Substitute	**Step A of Maintenance CBA**	
CLERICAL			
Hourly Clerical	Hourly	**$10.48**	**$13.50**
Regular Substitute	Substitute	**$10.48**	**$13.50**
Retired/Layoff Employees	Substitute	**OSS Step 1 of Clerical CBA**	
HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 1/1/2022			
PARAPROFESSIONALS			
Career Center Assistant	Hourly	**$13.50**	**$15.00**
Career Center Coordinator	Hourly	**$13.50**	**$15.00**
Child Care Assistant	Substitute	**$13.50**	**$15.00**
Community Assistant	Substitute	**$13.50**	**$15.00**
Community Liaison	Substitute	**$13.50**	**$15.00**
Cultural Assistant (no language skills)	Substitute	**$13.50**	**$15.00**
Cultural Assistant (with language skills)	Substitute	**$13.50**	**$15.00**
Experience Center Manager	Substitute	**$13.50**	**$15.00**
Health Assistant	Substitute	**$13.50**	**$15.00**
Hearing Impaired Assistant (Signer) (Transliterator Non-Licensed)	Substitute	**$13.50**	**$15.00**
Indian Oriented Assistant	Substitute	**$13.50**	**$15.00**
Instructional Assistant (Tutor)	Hourly & Substitute	**$13.50**	**$15.00**
Licensed Interpreter for the Deaf	Substitute	**$20.00**	

Media Assistant	Substitute	**$13.50**	**$15.00**
Mental Health Practitioner Sub	Substitute	**$13.50**	**$15.00**
Occupational Therapy Assistant	Substitute	**$13.50**	**$15.00**
Physical Therapist Assistant	Substitute	**$14.00**	
Special Education Assistant	Hourly & Substitute	**$13.50**	**$15.00**
Special Education Assistant (LPN License Required)	Substitute	**$16.50**	
Special Education Assistant (RN License Required)	Substitute	**$22.50**	
Supervisory Assistant	Substitute	**$13.50**	**$15.00**
Technical Tutor			
Graphic Artist | Cultural Assistant (with language skills) | RDT | Asian Oriented | Evaluation/Testing	Substitute	**$13.50**	
MISCELLANEOUS			
Accounting Intern	Hourly	**$10.33**	**$13.50**
Assistant Examiner	Hourly	**$10.33**	**$13.50**
Cafeteria/Playground Monitor	Hourly	**$10.33**	**$13.50**
Crossing Guard	Hourly	**$10.33**	**$13.50**
Deli Assistant	Hourly	**$10.33**	**$13.50**
Deli Operator	Hourly	**$14.00**	
Desegregation Assistant	Hourly	**$10.33**	**$13.50**
GED Examiner	Hourly	**$20.00**	
Headstart Nutritionist	Hourly	**$25.00**	
Help Desk Technician	Hourly	**$13.00**	**$16.00**
HRA Headstart Resource Aide	Hourly	**$10.33**	**$13.50**
Indian Adult Basic Education Assistant	Hourly	**$10.33**	**$13.50**
Parental Involvement Coordinator	Hourly	**$10.33**	**$13.50**
Systems Maintenance Technician	Hourly	**$21.54**	
Technology Intern (2 yrs college or above)	Hourly	**$12.00**	**$15.00**
Technology Student Intern (after 17 months)	Hourly	**$10.33**	**$13.50**
Technology Student Intern(ISD#709 Student)	Hourly	**$10.33**	**$13.50**
Work Study	Hourly	**$10.33**	**$13.50**
SUBSTITUTE TEACHERS			
All Certified Substitutes	Substitute	**$125.04**	**$150.00**
Certified Retired Substitutes Only	Substitute	**$130.00**	**$155.00**
Teacher Hourly Rate of Pay	Substitute	**$22.08**	

ISD #709 Game Worker Fees 2022-23 - PROPOSED 8-9-22			
Event	**Position**	**Rate (hourly or per event)**	
Hockey	Site Mgr.	$65.00 per game	
	Site Mgr.	$95.00 (doubleheaders)	
	Score Table (two per game)	$50.00 per game (varsity)	
	Score Table (two per game)	$50.00 per game (JV)	
	Penalty Box	$50.00 per game	
	PA	$50.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Football	Varsity FB Site Mgr. (season)	$1,200 (East & Denfeld) paid by school	Did not change
	Varsity FB game manager	$105.00 per game	
	JV/9th FB game Manager	$80.00 per game	
	Press Box (4) - PA/Clock, Etc	$45.00 per game	
	Chain Gang (4)	$45.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Concession Mgr	One Game	$60.00 per game	
	Varsity FB Game	$115 per event	
	Concession Manager - fall	$1,750	Did not change
	Concession Manager - spring	$1,750	Did not change
Turf Field Site Mgr		$21.36 per hour - Mon-Saturday	Did not change
Open/Close Fee		$29.90 per hour - Sunday	Did not change
Basketball	Site Mgr. - C/JV/Var.	$85.00 per night	
	Site Mgr. - varsity only	$60.00 per gm.	
	Site Mgr. - vasity dblheader	$85.00 per night	
	Site Mgr. - MS Site	$55 for single game	
	Site Mgr. - MS Site Two Gms	$80.00	
	Score Table	$35.00 per gm.	
	Ticket Taker/Seller/Security	$35.00 per gm.	
	PA & Official Book (one person)	$40.00 per game	
Soccer & Lacrosse	Site Mgr.	$70.00 per game	
	PA & Scoreboard	$55.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
Swimming	Site Manager - dual meet	$55.00 per night	
	Meet Mgr. - dual meet	$65.00 per night	
	Site Manager - Invitational	$105	
	Meet Mgr. - Invitational	$125	
	Ticket Seller - dual meet	$45	
	Ticket Seller - Invitational	$85	
	Computer Operator - dual	$45	
	Computer Operator - Invite	$85	
	PA - dual	$45	
	PA - Invite	$85	
	PA & Computer Oper - dual	$55	
	PA & Computer Oper - Invite	$105	
	Scorer - dual meet	$45	
	Scorer - Invitational	$85	
Baseball & Softball	Site Manager - Full Use	$85.00 per game	
	Site Mgr. - varsity	$60.00 per game	
	Ticket Taker/Seller/Security	$45.00 per game	
	PA & Scoreboard	$55.00 per game	
Track	Dual Meets:		
	Hd Timer, Starter, Clerk	$55.00	
	& Technology	$55.00	
	Invitationals:		
	Hd. Timer, Starter, Clerk	$85	
	& Technology	$85	
Volleyball	Site Mgr.	$85.00 per night	
	PA & Official Scorer	$50.00 per night	
	Ticket Taker/Seller/Security	$50.00 per night	
	9th Gr Ref or Lines	$40.00	
Technology Help	Scoreboards/Timing systems	21.03 per hour	Did not change
		(teacher hourly rate)	
Dance Chaperone	Weekday	$45.00	
	Weekend (Sat.)	$55.00	
Trainer	Playoffs	$75.00 per game	Did not change
** Game worker rates will be $5.00 more for playoff games.			

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of August, 2022, by and between Cook County Schools, ISD 166, 101 West 5th Street, Grand Marais, MN 55604, a public corporation, hereinafter called District, and Duluth Public Schools, ISD 709, 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:

- Access and teaching of online math courses to students of Cook County Schools via the Academic Excellence Online format. These courses include:
  - Intermediate Algebra
  - Algebra 2
  - Algebra 2 Concepts

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2022 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *see specific lists attached*

3. **Reimbursement.** In consideration of the performance of the Contractor of its obligations pursuant to this Agreement, Cook County School District hereby agrees to reimburse Duluth Public Schools for its services and expenses for enrollment. Cost of enrollment is $605 per semester (.5 credits), per student, per course.

District 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.

4. **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
   c. District will be billed for services at least once each semester.

5. **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.

6. **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.

7. **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.

8. **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: Superintendent, Cook County Schools, ISD 166, 101 West 5th Street, Grand Marais, MN 55604.

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) ISD 709, Duluth Public Schools, Attn: Simone Zunich, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

9. **Assignment.** District 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 Contractor.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **Conflict of Interest and Fiduciary Duty:** The District agrees to follow ISD709 Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the Duluth Public Schools' 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.

	41-6000677	8/24/22
District (Cook County Schools) Signature	SSN/Tax ID Number	Date
		8/29/22
Contractor (AEO) Signature		Date
		8/24/22
Program Director (DPS Dir. of Secondary Education)		Date

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

Executive Director of Finance and Business Services / Board Chair	Date

Performance insert for Contract with Duluth Public Schools and Cook County School District

Responsibilities of Duluth Public Schools:

- The following year long online courses will be taught via the Academic Excellence Online (AEO) format for students attending Cook County Schools:
  - Intermediate Algebra
  - Algebra 2
  - Algebra 2 Concepts
- Provide instruction by licensed MN teacher, hired by Duluth Public Schools under the terms of the current Duluth Federation of Teacher contract
- Communicate with Cook County ISD 166 as need arises to the High School Principal or designee
- Teachers would work directly with students and communication and input will be given as needed using the AEO format for teaching and learning
- Provide the current calendar for the 2022-2023 school year
- Students will follow Duluth Public Schools attendance policy and drop policy which states:
  - Sequential/Year-long Semester Courses (i.e. English 10, Geometry, United States History, Biology, Mathematics):
    - First Semester - Students will have ten school days after the start of the first grade period to drop without penalty.
    - Second Semester - Students will have ten school days after the start of the second semester to drop a second semester class without penalty.
  - Students who choose to drop a class after the above-mentioned timelines would have as part of their transcript a record of their credit(s) attempted and credits earned. Example: If a student drops a class after the deadline, regardless of the grade earned at the time, the student will receive no credit and will receive a grade of "I". The grade point average will be permanently affected since this would be a credit attempted, but no credit earned.
  - NOTE: The current policy relative to removing a student from a class due to lack of attendance remains in effect. That is, any student removed from a class due to excessive truancies or absences will receive no credit and a permanent "I" grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.
- Provide students access to materials and curriculum using the CANVAS Learning Management System through Duluth Public Schools.
- Report to MDE any additional reporting required for online learning
- Duluth Public Schools will collect enrollment information from Cook County Schools
- Bill for enrollment per semester

Responsibilities of Cook County School District:

- Provide Chromebooks and any technical support needed to students enrolled in online courses via the AEO

- Abide by all Minnesota laws and regulations regarding online learning
- Provide accurate and timely student enrollment, withdrawal, and other pertinent information to Duluth Public Schools. Enrollment should be submitted to personnel prior to the start of each semester
- Develop policies and procedures that define the scope of online learning at the District and provide equitable access to online resources
- Provide space for students within the school day to access the online courses
- If in person para or other support is needed for additional support, Cook County School District would need to explore the IEP and the need for the student. Any additional services needed that would be provided by the home district
- Communicate with families on updates, processes, schedules, etc.
- Assumes all responsibilities for any additional costs of the program at their location including equipment/material costs
- Assumes responsibility and all expenses for special education due process and IEP accommodations and modifications. Cook County Schools will work with Academic Excellence Online to write appropriate accommodations into the IEP.
- Assumes additional responsibilities for any cost of Professional Development to staff, including support staff, teachers and administration
- Abide by Copyright regulations for all AEO course used by students
- Follow the 2022-2023 Duluth Public Schools calendar for student days and teacher contract days which will include grading and reporting

PURCHASE OF SERVICE AMENDMENT

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY,** 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 215 N 1st Avenue East, Duluth, MN 55802, hereinafter referred to as **"DISTRICT"**, for the performance period of August 1, 2022 through August 31, 2024.

W I T N E S S E T H

WHEREAS, the County has established Contract No 17220 with District for post pandemic student reengagement services authorized by Board Resolution # 21-427, Board Memo 22-05 and Board Resolution 22-444; and

WHEREAS, section 44 of Contract No 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the County wishes to continue such services with District with the agreed upon addition of 1 FTE Mentor (additional $98,099) to serve the Area Learning Center, effective August 1, 2022; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and District agree the following sections and related exhibits of the original agreement have been replaced by the following:

SERVICES TO BE PROVIDED

2. The DISTRICT will furnish the following services (hereinafter referred to as "Purchased Services"):

	SERVICE	OBJECT CODE
2.1	C&C Mentor – 15 FTE	239-239518-695100

COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:

3.1 15 FTE mentors.

3.2 The maximum amount to be paid under this Agreement shall not exceed $1,723,076.

3.3 Expenditures incurred by DISTRICT in rendering services shall be in accordance with DISTRICT 's line-item budget incorporated herein as in **Exhibit B**, entitled **BUDGET**, and **Uniform Guidance,** entitled and incorporated herein as **Exhibit C,** and made a part of this Agreement.

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDNENT, said AMENDMENT and performance period being effective from August 1, 2022 through August 31, 2024.

DISTRICT

_____
Jill Lofald
School Board Chair

Date:_____

Federal Tax ID #41-6003776

COUNTY OF ST. LOUIS

_____
Paul McDonald
Board Chairperson

Date:_____

_____
Linnea B. Mirsch
Public Health & Human Services Director

Date:_____

_____
Nancy Nilsen
Auditor

Date:_____

Approved as to form and execution:

_____
Benjamin M. Stromberg
Assistant County Attorney

Date:_____

PS /ah

EXHIBIT B
BUDGET

14 Check and Connect Mentors- 4 sites (Denfeld, Duluth East, Ordean, Lincoln Park)
2021-2024 school years: $1,624,977

1 Mentor-Additional Site (Area Learning Center)
2022-2023 and 2023-2024 school years: $98,099

Single Salary Estimate + Benefits per Mentor	2021-2022*	$47,807.18
	2022-2023	$48,629.18
	2023-2024	$49,469.34

Budget Estimate:

Year	Amount	Notes:
21-22	$298,393.33	2021-22 is an overestimate. This is the budget for a half year; however, not all staff started in the beginning of January.
22-23	$708,353.98	This includes a 2.25% pay raise that was negotiated after the budget was submitted.
23-34	$720,710.94	This includes another 2.25% pay raise that was negotiated after the budget was submitted.
Total	$1,727,458.25	

ISD 709 shall cover costs over the contracted amount, should it be needed.

EXHIBIT C
UNIFORM GUIDANCE

The award made to your organization by St. Louis County, Minnesota as part of the Check and Connect student reengagement initiative is classified as a federal award and your organization is classified as a subrecipient subject to Uniform Guidance.

Subrecipient Name: ISD 709– Duluth Public Schools _

Subrecipient's Unique Identifier: CONTRACT #17220A

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through August 31, 2024

Amount of Federal Funds Obligated: $1,723,076.

Total Amount of Federal Funds committed: $1,723,076.

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

Pass-through entity awarding official contact: Linnea B. Mirsch

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

This award is subject to the requirements imposed by the American Rescue Plan Act and related guidance published by the U.S. Department of Treasury. As a subrecipient, St. Louis County reserves the right to access your organization's records and financial information as necessary for St. Louis County to meet its subrecipient monitoring requirements.

Closeout requirements:

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

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - The existing parking lot has been removed and site grading is in progress.
  - The remaining HVAC duct work has been installed.
  - Humidification piping and condensation drains were installed.
  - VCT in all areas were waxed and cleaned.
  - The punchlist was performed in the remaining areas on Monday, August 29th.
    - Gardner has been addressing these items and will continue to do so.

- The Public Roadway/DSC/Transportation project construction progress:
  - The precast panel installation was completed at the DSC.
  - The structural steel erection & joist and decking installation was completed at the DSC.
  - The roof work has continued, and parapet was framed at the DSC.
  - Underground electrical and plumbing installation continued at the DSC.
  - Footing & Foundation work was installed and backfilled at the Transportation building.
  - Precast panel installation has commenced at the transportation building.

- Demolition of Central High School:
  - Asbestos abatement continues to be performed throughout the building.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
  a. Facilities:
     i. Canopy installations once delivered (lead time TBD).
     ii. Exterior doors glazing installation to be completed.
     iii. The remaining punchlist items are to be addressed and closed out.
     iv. Air Handler Units are to be installed.
  b. DSC/Transportation/Roadways:
     i. Continuation of site grading.
     ii. Precast panel installation to be completed at the Transportation building.
     iii. Structural slab for Transportation will commence.
     iv. Ongoing underground plumbing, electrical, and utilities.
     v. Steel erection for Transportation and DSC will be ongoing.
     vi. The 1st floor will be poured at the DSC.

Description

Precast Install Commenced - Transportation

Taken Date	Uploaded By
08/30/2022 at 02:02 pm	Jason Johnson

Upload Date	File Name
08/30/2022 at 02:02 pm	C62F41B5-88CA-4449-ACBC-B80...

Description

Precast Install Commenced - Transportation

Taken Date	Uploaded By
08/30/2022 at 02:02 pm	Jason Johnson

Upload Date	File Name
08/30/2022 at 02:02 pm	C839B8B7-2162-4DAA-87F7-F63...

Description

Underground Electrical Install Continues - DSC

Taken Date	Uploaded By
08/30/2022 at 11:22 am	Jason Johnson

Upload Date	File Name
08/30/2022 at 11:23 am	C2F8C9A0-D036-4286-AD14-610...

Description

Underground Electrical Install Continues - DSC

Taken Date	Uploaded By
08/30/2022 at 11:22 am	Jason Johnson

Upload Date	File Name
08/30/2022 at 11:22 am	E7BC1129-3C92-4E6D-874C-3AD...

Description

Underground Plumbing work Continued

Taken Date	Uploaded By
08/23/2022 at 12:05 pm	Jason Johnson

Upload Date	File Name
08/23/2022 at 12:05 pm	6F89EC6C-FDC6-4F21-8BE4-6C3...

Description

Underground Plumbing work Continued

Taken Date	Uploaded By
08/23/2022 at 12:05 pm	Jason Johnson

Upload Date	File Name
08/23/2022 at 12:05 pm	146F6D66-896B-42D2-8DE0-083...

Description

Joist Installation - DSC

Taken Date	Uploaded By
08/08/2022 at 12:17 pm	Austin May

Upload Date	File Name
08/09/2022 at 10:29 am	47E0A35E-9634-40F6-AEEC-39B7...

Description

DSC Building Precast Installation

Taken Date	Uploaded By
08/08/2022 at 12:13 pm	Austin May

Upload Date	File Name
08/09/2022 at 10:29 am	92C5A290-18BB-479F-8DB8-3F8...

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

October 1, 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
August 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
Paul Piszczek	$800.00*	East HS (DU)	$100-$150/hour for piano tuning when needed
Duluth Vineyard Church	$2,750.00*	East HS (DU)	45 parking spots in Duluth Vineyard Church parking lot for FY23
Per Mar Security Services	$16,500.00	Facilities (DR)	Entered as a PO – Security monitoring of the new DSC construction site
UHL	$49,585.00	Facilities (DR)	Network controller upgrades
Logikcull	$20,000.00*	Business Services (DU)	Annual renewal for service used by Business Services Coordinator for data requests
Gary Logergren	$1,050.00*	Community Ed	Deliver Comm Ed. catalogs three times a year to area businesses ($350.00/delivery)
Fuel Education	$30,000.00*	Adult Learning Center (DU)	Education software -- One-year access for grade 6-12 students
3 Owls	$2,500.00	Early Childhood (DR)	Amendment to "Standard Short Form Contract for Professional Services Between Landscape Architect and Client" on agreement dated 7/13/20
Secret Forest Playschool LLC	$3,500.00*	Early Childhood (DU)	Preschool programming for DPS student for 2 days per week at Secret Forest Playschool
Mary Ann Marchel	$5,000.00*	Early Childhood (DR)	Provide group facilitation services for ISD 709 ECFE program.

Jen Prachar	$15,000.00*	Early Childhood (DR)	Duluth preschool nutritionist/dietitian
Harmony Feldman McMcullough	$37,050.00*	Early Childhood (DR)	Duluth preschool mental health consultant
KY Interpreting	$25,000.00*	Special Services (DR)	Interpreting services as needed by the school district
Bayada Home Health Care Inc.	$78,715.00*	Special Services (DR)	Student nursing services for one student at Lester Park ES
Residential Services Inc.	$860.00*	Special Services (DR)	DSP services for student
Residential Services Inc.	$483.75*	Special Services (DR)	DSP services for student
Northwood Children's Services – Rockridge Academy Lease (3Yr)	$14,400.00*	Special Services	Renewal lease for Rockridge Academy from 7/1/21-6/30/24 – Monthly payments of $1,200.00
Soliant	TBD	Special Services (DR)	VocoVision telepractice stations
Duluth Entertainment Convention Center	$5,050.00*	TLE (DR)	Rental of Bayfront Festival Park for "Unity in our Community" event
MN Learner-Centered Network	TBD	OEE (DR)	MN Learner-Centered Network is supporting Denfeld High School to participate in the Voices Framework Project with Captivate Media + Consulting
The College of St. Scholastica	$75,000.00	Curriculum (DR)	Integrates CS curriculum and professional development & CSS tutoring program

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of August, 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Paul Piszczek, 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 3/14/22 and shall remain in effect until 6/30/23 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Piano Tuning $100-150/hour for each tuning session

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 $ 150 /a hourly and $ 800.00 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: 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) 111 S 15th Ave E, 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.

Paul Pisnozek [redacted] 8-20-2022
Contractor Signature SSN/Tax ID Number Date

Jerry Upton / by Lynn Cahn 8/25/22
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	433
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[signature] 8/29/22
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of September, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Vineyard Church, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/6/22 and shall remain in effect until 6/9/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Rental of 45 parking spaces at Duluth Vineyard Church

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 $ 2,750.00 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: Business Services , 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.

Lindsey Gatlin 41-1680001 9/6/22
Contractor Signature SSN/Tax ID Number Date

Vanette Schu 9/2/22
Program Director **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	220	291	000	370	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

9/2/22
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

Per Mar Security Services
1910 E. Kimberly Rd.
Davenport, IA 52807
(563)359-3200
199
permarsecurity.com

Per Mar Security Services Basic Agreement

PER MAR SECURITY AND RESEARCH CORP.("PER MAR") agrees to furnish CUSTOMER with installation and services described below:

CUSTOMER INFORMATION

Billing Name ("CUSTOMER"):	**Site Name ("Premises"):**
ISD #709 Duluth Public Schools	ISD #709 - IVM
Billing Address:	**Site Address:**
215 N 1st Ave E	800 E Central Entrance
Billing City, State, ZIP:	**Site City, State, ZIP:**
Duluth MN 55802	Duluth MN 55806
Contact Name:	**Email Address:**
Dave Spooner	david.spooner@isd709.org
Phone Number:	**Salesperson:**
2183430275	David Corder

EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")

The following Equipment to be PER MAR Owned or CUSTOMER Owned under this Agreement:	The following Services to be provided under this Agreement:
CCTV/Video - CUSTOMER Owned	CCTV Service Agreement Intelligent Video Monitoring (IVM) Monitoring

INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: (Plus applicable taxes)	$16,500.00	Monthly Service Charge: (Plus applicable taxes)	$789.93
Deposit Due at Signing:	$8,250.00	Initial Term:	24 Months
Balance Due Upon Completion:	$8,250.00	Billing Cycle:	Monthly
PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.		Monthly service charge is due in advance of each billing cycle.	

SCOPE OF WORK

Additional notes: Commercial Intelligent Video Monitored CCTV System 1 - OpenEye 4TB Recorder (Install in IT Room) 1 - 6 Port POE Switch (Install in room on near cameras, wire will be ran from switch to IT Closet) 1 - Pole with Brackets to mount cameras on back corner of building 4 - Sightlogix Thermal Cameras (See Map) 2 - Axis Speakers 4 - Wall Brackets 2 - Pole Brackets Quote# Q40772 Sales rep: David Corder Customer/Business name: ISD #709 Duluth Public Schools Site contact: Dave Spooner Site contact phone: 2183430275 Site contact e-mail: david.spooner@isd709.org Site address: ISD #709 - IVM 800 E Central Entrance Duluth MN 55806 Sale type: New System type: Intelligent Video Monitor

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Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. PER MAR may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of PER MAR.
6. When this Agreement includes cellular communicator futureproof protection, PER MAR will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, PER MAR will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by PER MAR technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes PER MAR to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, internet and service charges for internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. PER MAR shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER's premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify PER MAR of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any PER MAR Service Agreement. PER MAR recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to PER MAR. CUSTOMER shall be liable for attorney's fees and costs incurred by PER MAR to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, PER MAR shall have no further obligation to perform under this Agreement and may remove any PER MAR owned equipment or alternately abandon all or any portion of the System.
10. PER MAR hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, PER MAR will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than PER MAR, or any other cause other than normal wear and tear. PER MAR MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.PER MAR does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Per Mar is not liable for consequential or incidental damages.
11. PER MAR, its representatives, successors, assigns, suppliers and/or the manufacturers of the Equipment used by PER MAR (collectively "PER MAR/SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER's property or value of the contents thereon. PER MAR/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at, the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if PER MAR/SUPPLIES is found liable for loss or damage due to failure of PER MAR/SUPPLIERS to perform any of the obligations herein, such liability shall be limited to the maximum sum of the greater of one thousand dollars ($1,000.00) or the amount due PER MAR from CUSTOMER for the first one (1) year for Services under this Agreement collectively for PER MAR/SUPPLIERS. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of PER MAR/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein is reflected in the pricing of the System to be provided by PER MAR to CUSTOMER hereunder. CUSTOMER may obtain a higher limitation of liability from PER MAR by paying an additional fee to PER MAR. Agreeing to a higher limitation of liability does not mean that PER MAR/SUPPLIERS are insurers.
12. CUSTOMER agrees to indemnify, defend and hold harmless PER MAR/SUPPLIERS, from any loss, cost or expense, including reasonable attorneys' fees and costs, on account of any claim for economic losses, personal injury, including death, or property damage (real or personal) by any person or entity not a party to this Agreement arising out of or in connection with the operation or nonoperation of the System.
13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases PER MAR/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to PER MAR to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against PER MAR/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against PER MAR/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against PER MAR/SUPPLIERS.

15. This instrument contains the entire Agreement between CUSTOMER and PER MAR with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of PER MAR, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by PER MAR in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND PER MAR to be binding.
18. PER MAR shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

NOTICE OF RIGHT TO CANCEL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by PER MAR of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to PER MAR at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of PER MAR regarding the return shipment of the goods at PER MAR'S expense and risk. If you make the goods available to PER MAR and PER MAR does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PER MAR, or if you agree to return the goods to PER MAR and fail to do so, then you remain liable for performance of all obligations under this Agreement.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed:	DocuSigned by: Catherine Erickson 353DDB8A52D84F1...	CFO	6/29/2022
	SIGNATURE	**TITLE**	**DATE**

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: DocuSigned by: Susan Richards 31BA0CA481B4479... Date: 7/8/2022

System installed and operative this 9th day of August, 2022.

DocuSign Envelope ID: 7C5FB71A-1880-4120-B708-C7D4FE2267DD

July 29, 2022

UHL
Attn: Garrett Niska & Greg Koetz
4444 Airpark Blvd
Duluth, MN 55811

RE: Proposal #GN21100R1 UHL - Network Controller Upgrades

Dear Garrett,

Attached please find your **Proposal #GN21100R1** between ISD #709 and UHL for the above referenced project. Please, sign and date **via DocuSign.**

Please provide the following prior to the current COI on file's expiration date of January 1, 2023:

- **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 a copy of the Proposal 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)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: 7C5FB71A-1880-4120-B708-C7D4FE2267DD

4444 Airpark Blvd.
Duluth, MN 55811

PROPOSAL

Proposal #: GN21100R1
Date: 7/14/2022

To: ISD 709 Duluth Public Schools
730 East Central Entrance
Duluth, MN

Project: ISD 709 Network Controller Upgrade

Attention: Corey Karren

We propose to furnish the materials and/or perform the labor necessary to: Provide and upgrade to the remaining AX Network controllers.

This Includes:

A. (5) New Jace 8000 network controllers.
B. 5 Year software maintenance subscriptions for the new network controllers.
C. 5 year software maintenance renewals for (1) existing Jace 8000 and (1) N4 server.
D. Complete installation of new controllers.
E. Testing and verification of new controllers.

Exclusions:

A. Overtime
B. Painting / Patching

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: **$49,585.00**

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Garrett Niska
DocuSigned by:
Account Manager
Greg Koetz
0D8626EEC8E74D0...

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

DocuSigned by:
Accepted by: John Magas
BC3FA7AD6E9C40F...

Name (print): John Magas

Title: Superintendent

Company Name: Duluth Public Schools

Date: 8/18/2022

DocuSigned by:
03GD622B0754143F...
8/15/2022
Program Supervisor:

Date:

Budget Code: 05 E 335/525/475 865 380 550 000

DocuSigned by:
David Spooner
1AFAF2485495425...
8/15/2022
Program Manager:

Date:

DocuSign Envelope ID: 7C5FB71A-1880-4120-B708-C7D4FE2267DD

Uhl Company, Inc. – Terms and Conditions of Service

1. Customer's signature on the attached Proposal forms a binding agreement between Customer and Uhl Company, Inc. ("UHL") for the work described in the Proposal according to the Terms and Conditions contained herein (hereinafter the "Agreement").
2. UHL agrees to use competent personnel and industry standards to perform its work in a timely and professional manner.
3. All labor is to be performed during UHL's normal working hours, unless specified elsewhere in the Proposal.
4. The prices contained in the Proposal are good for 30 days. If at any time the materials, equipment or parts contained in the Proposal become subject to a tariff, levy or other price increase of more than 5% due to action by the U.S. or a foreign government, then UHL shall be entitled to an increase in the price of this Agreement equal to increase in the price of the materials, equipment or parts.
5. UHL represents that it carries Worker's Compensation, general liability, automobile liability, and excess liability insurance policies. Customer shall carry any other insurance necessary for the protection of the project or Customer's interests.
6. Payment is due within 30 days of UHL's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights that may exist.
7. In the event of Customer's default of its obligations under this Agreement, other than its payment obligations, UHL will give 10 day's notice to cure. If Customer remains in default after the 10 day cure period, UHL may terminate this Agreement and recover the balance due, in addition to all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed. In the event Customer fails to make payment within 30 days of being invoiced, UHL may immediately cease all work under this Agreement without notice and cancel this Agreement, at which time the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding balance owed.
8. If, for any reason, Customer directs a cessation of the work on all or any part of the project, UHL shall be paid for the portion of its work completed at the time of cancellation, including all expenses incurred by UHL in securing the project and ceasing work.
9. Unless otherwise specified in the Proposal, UHL will not furnish any performance or material payment bond. If a bond is requested, Customer agrees to reimburse UHL for the cost of the bond.
10. All labor is warranted for 90 days (except in the case of compressor replacements, which carry a 30 day warranty), while materials, equipment and parts are warranted according to manufacturer specifications. UHL's warranty obligations do not arise if the failure is the result of faulty installation or abuse by others, incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the materials, equipment or parts. Manufacturer warranties may include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. If the standard manufacturer's warranty does not provide for this additional coverage, Customer shall be responsible for payment of these costs to UHL.
11. UHL MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED BY UHL AND EXCLUDED FROM THIS AGREEMENT. UHL's WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR MADE ANY REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE CUSTOMER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
12. ANY AND ALL CLAIMS AGAINST UHL MUST BE BROUGHT WITHIN ONE YEAR OF PERFORMANCE OF THE WORK UNDER THIS AGREEMENT. UHL'S LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL UHL BE RESPONSIBLE FOR ANY CLAIMS FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY CONNECTED TO UHL'S WORK UNDER THIS AGREEMENT.
13. UHL's pricing does not include any cost that may be incurred due to the existence of hazardous material or its removal or disposal, unless specifically provided for in the Agreement. If costs are incurred by UHL due to the existence of hazardous material, those costs will be paid by Customer without the need for written approval.
14. This Agreement, including these Terms and Conditions and the Proposal, constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and Customer agrees that it is not relying on any representation made by UHL that is not contained herein.
15. These Terms and Conditions may in some instances conflict with terms and conditions or other documents issued by Customer. In such case, the Terms and Conditions contained herein shall govern and Customer acknowledges and agrees that acceptance of this Proposal is conditioned upon Customer's acceptance of the Terms and Conditions herein.
16. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of god, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any causes beyond the reasonable control of UHL. If such a delay occurs, the completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

Logik Systems, Inc
DEPT LA 25121
PASADENA CA 91185-5121
Ph: 1-800-951-5507
ar@logikcull.com

Invoice

Invoice # : INV135990

Date : 8/1/2022

Business Address

Duluth Public Schools
Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802-2058
United States

Bill To

Duluth Public Schools
Duluth Public Schools
2402 W Michigan St
Duluth Minnesota 55806
United States

Invoice Amount Due

$20,000.00

Due on Receipt Automatic

Quantity	Item	Rate	Amount
1	**Subscription** • Logikcull Discovery Solution: drag & drop collection & ingestion, automated processing, ECA & review platform, search capability, unlimited production & exports ○ Unlimited Users ○ Unlimited Active Matters ○ Dedicated Customer Success Manager ○ Premium Solution ○ 100 GB (gigabytes) of Active Storage data space • Premium in-app support with 24/7 coverage	$20,000.00	$20,000.00

Dear Customer,

Given the challenge of handling physical checks during this time, we urge customers to consider paying by ACH.

TO PAY VIA ACH/BANK TRANSFER

Bank: Silicon Valley Bank
ACH/Wire Routing #: 121140399

Credit Account: Logik Systems, Inc.
By Order Of: Your Business Name / Invoice #

SWIFT USD code: SVBKUS6S

Email Remittances To: ar@logikcull.com

Account #: 3302497035

Click on this link if you'd like to pay online via credit card or bank account.

For customers who still prefer to pay by check, please note our new mailing address for customer payments:

NEW ADDRESS FOR USPS PAYMENTS

Logik Systems, Inc

DEPT LA 25121

PASADENA CA 91185-5121

FOR COURIER DEPOSITS (FEDEX, UPS, ETC.)

Logik Systems, Inc

25121

14005 LIVE OAK AVE

IRWINDALE CA 91706-1300

Subtotal	$20,000.00
Tax	$0.00
Total	$20,000.00
Amount Paid	$0.00
Invoice Amount Due	$20,000.00

8/31/22

Simone Zunich, Exec. Dir. Of Finance and Business Services

INV135990

AGREEMENT

THIS AGREEMENT, made and entered into this ___1st__ day of ____September__, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and _____Gary Logergren_____, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ___September 1, 2022__, and shall remain in effect until _September 1, 2023_, unless terminated 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 programs or services to be performed by contractor) Deliver Community Ed Catalogs 3 times per year to area business.

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.

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 $___350.00 per delivery_, Total not to exceed $1,050 for FY 23.

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 care of:__Community Education_____, ISD 709, Duluth Public Schools, 4316 Rice Lake Rd, Duluth, MN 55812. 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:__Gary Logergren, 2340 Hover 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. 208

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 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.

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.

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	CONTRACTOR
_____	_____
ISD 709 Community Ed	Date
_____	_____
Contractor	Date

Budget Code 04-E-005-505-321-305-000

_____ 9-7-22

CFO/ Superintendent Date

Q-74573

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fueleducation
the new power of learning

4316 Rice Lake Rd Ste 168 55811

This Online Educational Products and Services Order (this "Order"), dated as of 9/2/2022 (the "Order Effective Date"), is between Duluth Public School District, ~~215 N 1st Ave E, Duluth, MN 55802~~ ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: Simone Zmuda Date: 8-31-22

Name (Print): Simone Zmuda Title: Exec Director BS Services Finance

Accepted by FuelEd:

Signature: DocuSigned by: Pat Neeman 82588F05718B456... Date: 9/1/2022

Name (Print): Pat Neeman Title: SVP Finance

1. Period: 9/2/2022 through 9/1/2023 and is not eligible for a renewal period.
2. Territory: Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
1	Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available. Materials ordered separately.	$30,000.00	$30,000.00

4. Description of Educational Products.

Enterprise, Site and Enrolled User License Model
Enterprise, Site, and Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a limited and defined period of time, including alternative education and hospital homebound students. The Enterprise, Site and Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure the intended use for part-time/blended programs and alternative education populations.

K12 and FuelEd Online Courses
Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at https://www.fueleducation.com/materials.

5. Description of Services.

Hosting Solution:
The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.
Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

Site & Enterprise License, and ELL & Stride Skills Arcade Student License Terms:
Customer will be invoiced for the ordered number of Site and/or Enterprise licenses and ELL & Stride Skills Arcade Student Licenses promptly following the Order Effective Date. All payments are due within thirty (30) days of the Customer's receipt of the invoice. No refunds, credits, or cancellations are allowed.

01-211-611-303-000 146000

587

DULUTH PUBLIC SCHOOLS
Early CHILDHOOD
Education Birth to Age 5
ECFE · HEAD START · PRESCHOOL

August 1, 2022

Amendment to "Standard Short Form Contract for Professional Services Between Landscape Architect and Client" on agreement dated 07/13/2020. In addition to staff training and educational sessions, Duluth Preschool also requests the following supplemental services:

3 Owls' services during the construction of this project may include, but are not limited to:

- Project team collaboration
- Clarification of design drawings & specifications
- Construction meetings, including progress meetings, pre-installation meetings, regular site visits and field observation, with documentation.
- Documentation of punch lists
- Review of products, samples, substitutions, mock-ups, site layout etc.
- Review of change orders
- Review of payment applications
- Review of substantial completion and final completion
- Plant inventory & documentation at one-year review

3 Owls will not be responsible for continuous observations; construction means, methods, techniques, sequences and procedures; project safety; or contractor performance.

3 Owls' services after completion of the construction of this project may include, but are not limited to:

- Development of standard maintenance and operations plan
- Development of risk assessment and management plan
- Ongoing design consultation as needed

These services will follow the same conditions as outlined in our original agreement, with a fee of $50/hour.

These supplemental services as listed are to be completed by the end of the 2022-2023 school year, unless further request in writing has been submitted.

Contractor Signature	Date 8/11/22
Head Start Director	Date 8/12/22
Facilities Manager	Date 8/24/22
CFO Duluth Public Schools	Date 8/24/22

215 N 1st Ave E - Rm 300 Duluth, MN 55802 P: 218.336.8815 F: 218.336.8819 E: earlychildhood@isd709.org www.ISD709.org

ISD 709 Duluth Public Schools

Supplemental Information

- Estimated cost up to $2500 or 50 hours at the rate of $50 per hour.

Budget Codes
83.86% 04-E-005-579-503-305-000
16.14% 04-E-005-579-285-305-000

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 8, 2022 and shall remain in effect until June 8, 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) Tuesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 8, 2022 and shall not extend beyond June 8, 2023; the contract not to exceed a total of 71 Days (attending 2 days per week. The District will pay a $150.00 Annual Programming Fee and 2 days per week @ $335.00 per month).

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 a $150.00 Annual Programming Fee, $335.00 per month and $3,500.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will 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 Secret Forest Playschool, 3727 W. Arrowhead Road, 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.

Meghan Mollman — SSN/Tax ID Number — 6/22/22 Date

Contractor Signature

Jason Crane — 8/17/22 Date

Program Director

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

This contract is funded by either:

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

Please check the appropriate line below:

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	L	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

Amber Smith — 8/18/22 Date

CFO Superintendent of Schools / Board Chair

[redacted]

Secret Forest Playschool

ISD 709 Calendar 2022-23 School Year

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

KEY DATES

- First day for Grade 1-12 students - September 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

Adopted by the School Board on February 15, 2022. Calendar also available at www.ISD709.org

ISD 709 Duluth Public Schools

Form 3001 Item #35-05-002900

695

217

[redacted]

Duluth
4316 Rice Lake Road
Suite 103
Duluth MN 55811-4012
Tel 218-336-8700

SERVICES

RECEIVED

Support and services are based on peer reviewed research.

Special Education and Related Services (primarily direct instruction and services)

Statements of Special Education and related services	Start date	Frequency	Minutes per session		Location	Anticipated duration
			Indirect	Direct		
Overall Development	09/12/2022	8/sessions	10	35	Across Settings	1 year
Deaf and Hard of Hearing	09/12/2022	28/sessions	10	35	Across Settings	1 year
Audiology	09/12/2022	2/year	60	0	Across Settings	1 year
Communication	09/12/2022	1/week	5	15	Across Settings	1 year

Membership Hours in Community Preschool Placement

Placement	Start date	Frequency	Minutes per session	Anticipated duration
Integrated Preschool Program	09/08/2022	2/week	480	9 months

Child Specific Paraprofessional Support

☐ Yes ☑ No

[redacted]

Special Transportation

☐ Yes, explain: ☑ No

Interpreter required for service delivery

☐ Yes ☑ No

Extended School Year

[redacted]

Least Restrictive Environment (LRE) Explanation

Explanation of the extent, if any, to which the student will not participate with non-disabled students in the regular classroom and other activities. *See* 34 C.F.R. § 300.320(a)(5).

[redacted]

Tuition for Secret Forest Playschool will be paid for by ISD 709 for the 2022-2023 school year.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2021 and shall remain in effect until June 9, 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.** Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education (ECFE) program. Scope of services to include guiding Reflective Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jennifer Jaros, 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 Mary Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Mg Marchel [redacted] 8-9-22

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	580	325	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

Anthony Bart Program director 8/25/22

~~CFO / Superintendent of Schools / Board Chair~~ Date

Simone Zunich 8/26/22

Simone Zunich, Exec. Dir. Of
Finance and Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, Jen Prachar, 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: *Head Start Nutritionist, flexible hours as needed.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 22nd, 2022 and shall remain in effect until June 9th, 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.** *(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 $43 hourly and $15,000 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool, 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) 44 Serenity Way, Esko, MN 55733.

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.

Jennifer Ochar [redacted] 8/14/22

Contractor Signature SSN/Tax ID Number Date

Sherry Wilson 8/15/22

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).

04 04	E E	005 005	579 579	503 285	305 305	00- 83.86% 00- 16.14%
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

Simone Zunich 8/22/22

Simone Zunich, Exec. Dir. Of Finance and Business Services Date

Duluth Preschool Nutritionist/Dietitian Job Duties

- Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;
- Consult with the Health & Nutrition Services Coordinator;
- Review all child files for dietary and nutritional needs;
- Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;
- Reflect cultural and ethnic preferences, and include a wide variety of foods;
- Work with food service, nurse and families on special diets for identified food allergies
- Monitor food safety practices;
- Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;
- Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up;
- Monitor and coordinate oral health activities in the program;
- Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;
- Provide information and materials for nutrition education activities in the classroom;
- Coordinate and provide nutrition education at parent meetings;
- Consult with teachers regarding concerns about children's eating;
- Update and revise nutrition area of the program plan;
- Serve as liaison to nutrition and food resources in the community;
- Member of Head Start Health Advisory Committee;

Other duties as assigned by supervisor.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Harmony Feldman McMCullough , 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: *Head Start Mental Health Consultant.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 22nd, 2022 and shall remain in effect until June 9th, 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.** *(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 $65 hourly and $37,050 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 Preschool , 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) 2610 E 3rd St, Duluth, MN 55812.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 7/19/22

Contractor Signature SSN/Tax ID Number Date

7/26/22

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).

04 04	E E	005 005	579 579	503 285	143 143	00- 83.86% 00- 16.14%
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

Simone Zunich, Exec. Dir. Of
Finance and Business Services

8/22/22

Date

Duluth Preschool Mental Health Consultant Duties

Contract Purpose

The Mental Health Consultant (MHC) provides consultation to staff and parents, and observations and written reports of individual and groups of children to the classroom staff and Mental Health Coordinator in order to promote the social and emotional well-being of children in Head Start. These services will be rendered in roughly half of our sites, while the Mental Health Coordinator is responsible for the other half.

Contract Requirements

1. Provide informal behavioral health assessment information for children either with an elevated ASQ:SE and/or teacher concerns.
2. Schedule follow up meetings with classroom staff and parents to discuss findings from the observation and offer suggestions and strategies for helping the child function more successfully in the classroom and/or at home. (Child Action Plan)
3. Consult with Mental Health Coordinator to refer children/families as needed for further mental health assessments.
    a. Revisit the classroom as needed to model interventions, observe effectiveness of interventions, and modify as needed.
    b. Provide follow up information to teacher, family, or family advocate.
4. Make whole class observations and submit subsequent written reports to look at group dynamics and other issues when several children have behavior issues (Classroom Action Plan).
5. Meet with classroom teams, as requested, to reflect on concerns/issues that may arise.
6. Consult with Family Advocates on an as needed basis
7. Assist in the implementation of Circle of Security Classroom
8. Assist Mental Health Coordinator in development of Professional Development as is relates to trauma informed care, challenging behavior, and mental health and wellness
9. Carry out roles and responsibilities as a mandated reporter

Duluth Public Schools
Special Services Department
215 N 1ST Ave. E. Duluth, MN 55802
218-336-8740

INDIVIDUAL OR AGENCY – Purchase of services

This consultant Agreement is by and between Duluth Public Schools and the Agency or Individual(s) named. Services to be provided and other details have been listed below.

Name / Agency:	KY Interpreting
Address:	3251 Dahl Rd
Telephone #(s):	218-393-3504
Social Security or Federal ID Number:	26-3754494 W-9 Must be Attached
Description of Service To be Performed:	Interpreting Services as needed by the school district
Population to be Served:	Students and staff requiring ASL-English Interpreting Services
Location of Service:	Any ISD 709 Location
Required Qualification:	Nationally Certified Interpreter or activity perusing certification File Folder if Needed:
Date(s) of Services:	September 6, 2022 - June 8, 2023
Rate of Pay:	$65.00 per hour (2 hour minimum at $130.00), Not to exceed $25,000.00
Invoicing Procedures:	Invoices sent monthly
Cancellation Requirements:	All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public Schools.

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (NLC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches $600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other part. Any copy of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES

Kathleen Youngblom — KY Interpreting — 8/4/22 Date

Jason Ceaser — Duluth Public Schools - Director of Special Education — 8/15/22 Date

John Magyar — Duluth Public Schools - CFO — 8/19/22 Date

Budget Code: 01 E 005 405 740 305 000

CONTRACT FOR STUDENT NURSING SERVICES
PERTAINING TO WENDELL S-S. #260-304

This AGREEMENT is made and entered into this 25th day of August 8/26/2022, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Lester Park Elementary School** located at 5300 Glenwood St., Duluth, Minnesota 55804, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, **WENDELL S-S. #260-304** (hereinafter referred to as **STUDENT**).

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
8. Attestation of employee vaccination or exemption status where applicable.

C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.

1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
   a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT.**
d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.

2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.

C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.

D. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures, or (3) any exposure to the COVID 19 virus except when the sole cause was from a **BAYADA** specific confirmed exposure.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA,** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or $10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $65.00/hour for RN or $55.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.

C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **August 31, 2022** and will remain in effect through **August 30, 2023**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

A. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than a thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.

B. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.

3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.

B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.

G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or

electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: _____

Heather Scherping
Associate Director
Signing with authority for
BAYADA Home Health Care, Inc.

Date: 8/26/22

Ex Direct Bs Serv.

Signing with authority for
Lester Park Elementary School

Budget Code
01 E 005 416 740 394 000

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Contractor

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

Services

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

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

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

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

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

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

Fees

The date of service will begin ***July 1, 2022*** and shall not extend beyond ***August 31, 2022,*** the contract not to exceed ***15 days*** and ***40 hours***. The district agrees to reimburse Residential Services Inc. $21.50 per hour for a sum not to exceed ***$860.00*** for the time worked with [redacted] while participating in school activities.

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor,* and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

x District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

X Services are consultative with special education staff.

X Services are during times of Distance Learning only.

X Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

___ Services to be provided at school site(s)

XX Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
   A. Statutory State Coverage
   B. Employee Liability Coverage with the following limits:
   Bodily Injury by Accident 100,000 Each Accident
   Bodily Injury by Disease 100,000 Each Employee
   Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

   A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
   Combined Single Limit: $1,500,000
   Personal Injury Liability $1,500,000
   Products Completed Operations $1,500,000
   General Aggregate $1,500,000
   B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of $1,500,000 each occurrence / $1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

Governing Laws

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

Residential Services Inc.

Signed: _____

Title: _____

Date: _____

Duluth Public Schools

Signed: _____ Signed:

Title: Director of Special Education Title: Executive Director of Finance & Business Services

Date: _____ Date: _____

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Contractor

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

Services

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

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

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

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

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

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

Fees

The date of service will begin ***June 1, 2022*** and shall not extend beyond ***June 30, 2022,*** the contract not to exceed ***6 days*** and ***22.5 hours***. The district agrees to reimburse Residential Services Inc. $21.50 per hour for a sum not to exceed ***$483.75*** for the time worked with [redacted] while participating in school activities.

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor,* and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

x District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

X Services are consultative with special education staff.

X Services are during times of Distance Learning only.

X Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

___ Services to be provided at school site(s)

XX Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
   A. Statutory State Coverage
   B. Employee Liability Coverage with the following limits:
      Bodily Injury by Accident 100,000 Each Accident
      Bodily Injury by Disease 100,000 Each Employee
      Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

   A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
      Combined Single Limit: $1,500,000
      Personal Injury Liability $1,500,000
      Products Completed Operations $1,500,000
      General Aggregate $1,500,000
   B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of $1,500,000 each occurrence / $1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

Governing Laws

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

Residential Services Inc.

Signed: _____

Title: _____

Date: _____

Duluth Public Schools

Signed: _____ Signed:

Title: Director of Special Education Title: Executive Director of Finance & Business Services

Date: _____ Date: _____

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

DocuSign Envelope ID: A6F8239E-7B23-4A4D-92CD-EC31561DB045

Soliant®

ADDENDUM A
Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Diane Johnson		
Client:	Duluth Public Schools		
Assignment Start Date:	09/06/2022	**Assignment End Date:**	06/08/2023
Position:	Tele - DHH		
Hours per Week:	40.00		
Bill Rate per Hour	$ 97.00	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$ NA		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	Not Applicable		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.

c) Client agrees to approve Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
John Mayes	9/1/22	DocuSigned by: William McCrary F6C4D8D419324B2...	8/3/2022
Client Representative Signature	Date		Date
John Mayes		William McCrary	
Print Name		Print Name	
Superintendent		William McCrary	
Title		Title	

01 E 005 405 419 303 000

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Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
John Mapp	9/1/22	DocuSigned by: William McCrary F6C4D8D419324B2...	8/3/2022
Client Representative Signature	Date		Date
John Magas		William McCrary	
Print Name		Print Name	
Superintendent		William McCrary	
Title		Title	

DocuSign Envelope ID: A6F8239E-7B23-4A4D-92CD-EC31561DB045

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
John Magas 9/1/22		DocuSigned by: William McCrary F6C4D8D419324B2...	8/3/2022
Client Representative Signature	Date		Date
John Magas		William McCrary	
Print Name		Print Name	
Superintendent		William McCrary	
Title		Title	

DocuSign Envelope ID: A6F8239E-7B23-4A4D-92CD-EC31561DB045

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial

DECC Duluth Entertainment Convention Center

August 10, 2022

Duluth Public Schools - ISD#709
Anthony Bonds
4316 Rice Lake Road, Suite 108
Duluth, Minnesota 55811

Dear Anthony,

Thank you for selecting Bayfront Festival Park to host the ISD #709 All School Kickoff Picnic on Monday, August 29, 2022.

Attached is your rental agreement for review. Please sign and return to the DECC within seven (7) business days of your event along with your payment of $5,050.00. At that time, we will execute the documents and a signed original will be returned to you for your records.

For any public event or groups at Bayfront, the DECC requires a copy of the certificate of insurance naming the City of Duluth, Duluth Economic Development Authority (DEDA), Lake Superior Center Authority (LSCA) and the Duluth Entertainment Convention Center (DECC) as additional insured; per Article #13-17 of your Rental Agreement. If you haven't already, please send a copy of the certificate of insurance to our attention at the DECC within seven (7) days of your event.

If you have any questions or concerns regarding this contract, please feel free to reach out to Jeff Stark at (218) 623-1238 or Emma Deaner at (218) 623-1234. We look forward to hosting you in the park!

Best,

Jeff Stark

Jeff Stark
DECC Director of Operations
Bayfront Festival Park Director

Emma Deaner

Emma Deaner
DECC Entertainment Curator
Bayfront Festival Park Manager

Duluth Entertainment Convention Center

BAYFRONT FESTIVAL PARK
RENTAL AGREEMENT

Prepared by Park Management Company - Duluth Entertainment Convention Center
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, the Duluth Entertainment Convention Center, Assigned Bayfront Festival Park Manager, herein called the "DECC" does hereby give permission to the following:

Organization/Company Name: **DULUTH PUBLIC SCHOOLS - ISD #709**
(hereinafter referred to as the "Permittee")

Address: **4316 RICE LAKE ROAD, SUITE 108**
Contact Name: **ANTHONY BONDS**
Telephone: **(218) 336-8739**
Email: **ANTHONY.BONDS@ISD709.ORG**

Name of Event: **ISD #709 ALL SCHOOL KICKOFF PICNIC**

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Move In Day: Monday, August 29, 2022
Event Day: Monday, August 29, 2022
Move Out Day: Tuesday, August 30, 2022

Park Hours: 8:00AM - 10:00PM
Move-In/Move-Out Hours: 8:00AM - 5:00PM
Event Time: 4:00PM - 7:00PM

Entire Bayfront Festival Park to Include:
Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees and Deposits to be paid by Permittee are in the amounts and on the basis and terms as follows:

Refundable Deposit for Bayfront Rental	**$2,200.00**
Bayfront Festival Park Rental - Waived per City of Duluth Administration	~~**$1,355.00**~~
Bayfront Waste Removal - Full Service	**$1,050.00**
Bayfront Portable Restrooms - Full Service	**$1,800.00**

Total fees due with signed contract: $5,050.00 - payable to DECC
All fees must be submitted to DECC 7 days prior to your scheduled event.

Plus the Following Permits or Actions being taken by Permittee:

- *Caterers License provided to DECC for any alcohol sales or distribution at park*
- *Security plan between Permittee and Duluth Police Department when alcohol is served (#'s 11 & 20-21)*
- *Proper Garbage Service, Containers and Clean Up plan in place (#3)*
- *Proper number of Portable Toilets for size of group (#4)*
- *Tent plan approved by DECC - Event Planning Department prior to event day (#'s 6-8)*
- *Proof of event insurance provided to DECC prior to event day (#'s 13-17)*

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures ("Subletee(s)"). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Subletee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Subletee access to the EVENT.

MAINTENANCE AND OPERATION

2. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.

3. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site – as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

4. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the DECC, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.

5. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approve roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE's employees, Subletees, contractors, agents of PERMITTEE, or its patrons. The DECC may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

6. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the DECC of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a DECC park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.

7. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of on-ground utilities, PERMITTEE shall first secure the permission of DECC and comply with all applicable codes and laws pertaining to said installations.

8. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the DECC representative, and all necessary building permits are secured. All construction

or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.

9. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

10. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.

11. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure the public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted.

LIMITS OF USAGE

12. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

13. PERMITTEE shall provide Public Liability Insurance with limits not less than $1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

14. The CITY, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and DECC (Duluth Entertainment Convention Center) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and DECC. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.

15. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.

16. Neither the City or DECC does not represent or guarantee that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.

17. If PERMITTEE conducts the sale of any product or service through any third party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and DECC as additional insured.

HOLD HARMLESS

18. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and DECC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or DECC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or DECC, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or DECC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

19. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

20. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its subletee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

21. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Policy Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

22. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PERMITTEE shall provide all requested financial information.

WORKER'S COMPENSATION

23. PERMITTEE and all third party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

24. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to the DECC in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

25. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. The DECC shall provide its employees or authorized agents, Bayfront Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

26. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD PARTY RIGHTS

27. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit DECC. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.

AMENDMENTS

28. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

29. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

30. This Agreement, together with all of 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.

COPYRIGHT

31. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

32. This Agreement may be terminated by the DECC upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

33. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

34. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

35. The waiver by the CITY or PERMITTEE of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

Dated this 10th day of August, 2022

DULUTH ENTERTAINMENT CONVENTION CENTER

By: DFA
Executive Director
Duluth Entertainment Convention Center (DECC)

By: Anthony Bonn
Permittee Signature

Assistant Superintendent
Permittee Title

8/11/22
Date

01-E-005-605-171-401-00

MN Learner-Centered Network

Julene Oxton
Lead Coordinator
juleneoxton.179@gmail.com
952.457.0170

MLCN website

Voices Framework Project Partnership with Captivate and MLCN

MLCN is supporting Denfeld High School to participate in the Voices Framework Project with Captivate Media + Consulting. The following expectations are to be fulfilled in this partnership between Denfeld HS, Captivate Media and MLCN.

Timeframe: Aug 2022 - April 2023

Aug - Sept	Preliminary work with project leads
Oct	Student interviews
Nov - Dec	Video creation, previews/revisions
Jan	Final 15-20 min. Video available
Jan - Feb	Sharing internally (PD opportunities)
March	Participating schools share learning to the larger network at an MLCN event

MLCN is Committing to:

financially supporting the project with $20,000, to be paid to Captivate Media. MLCN is in contract with Captivate on your school's behalf.

contributing to the focus of the interviews regarding student centered learning principles

a Leadership Team member coordinating communication between the schools within this project and will be available to support your project team directly when needed.

Denfeld HS is Committing to:

providing a school team of 3-5 people to work with Captivate and MLCN to ensure this project moves forward in a timely manner.

creating space and time for students and staff to participate in the Voices Framework full process to include:

- Staff communication and establish focus topics
- Student identification and selection
- Scheduling student intro. meeting, video sessions, video preview
- Hold meetings for facilitator team, debrief meetings and to create recommendations
- Schedule and co-plan PD meetings for student/staff

connecting with the other MLCN schools in the VF project 3 times between Sept - March to reflect on shared experience and next steps to benefit the participating schools and for MLCN: elevate more storytelling to promote the SCL movement in MN.

Agreed and Signed By

Julene Oxton - MLCN Coordinator
Superintendent

Date _____

John Magas

Date 8/8/22

Budget Code
01 E 005 211 160 304 011

Statement of Work

1. **Purpose**. The purpose of this project is two-fold. First, new Minnesota subject standards will be in effect over the coming years, starting with Art in 2023-24. All new standards are integrating computer science and computational thinking, but very few teachers have experience or background in CS/CT. In order to prepare ISD709 educators to teach integrated CS/CT, CSS will create and implement a professional development program. Second, students continue to need tutoring to support learning loss from the pandemic and to address achievement gaps among students. CSS will continue to provide tutoring services for ISD709 students. Trained CSS students will provide online tutoring for K-12 ISD709 students. Appointments are booked and conducted through Setmore, an online application.

2. **Objectives and Outcomes.**
   Objective #1. The integrated CS/CT PD program will increase the capacity of ISD709 educators to teach CS/CT in their subject and grade level areas. Specifically, it will achieve the following outcomes:
   a. Create or adapt CS/CT integrated curriculum aligned to MDE standards for 4 subject and grade level areas
   b. Provide up to 8 hours of professional development to 40 teachers
   c. Increase the CS/CT knowledge of participants
   d. Increase the confidence to teach integrated CS/CT
   e. Implement at least 2 hours of integrated CS/CT lessons in classrooms of 40 teachers, reaching up to X students.

   Objective #2. The tutorial program will provide online tutoring support. Tutoring is free for all ISD 709 students.
   a. Provide 717 hours of online tutoring to K-12 students in ISD709

3. **Work and Requirements**. To complete these objectives, the following tasks will be completed on this tentative schedule:

Month(s)	**Task(s)**
Objective #1. Integrated CS Curriculum & Professional Development	
September	Finalize team to lead project and refine timeline and tasks Gather feedback on lesson ideas for Jan-Mar implementation
Sept. & October	Create aligned curriculum Design professional development Recruit teachers to participate

November	Provide professional development
December	Refine curriculum as needed
January - March	Teachers implement curriculum in classrooms
April	Teacher final reports due and stipends issued
May	Analyze impact and reflect on future changes
Objective #2. CSS Tutoring Program	
Sept 2022 - June 2023	Provide free online tutoring to ISD709 K-12 students .

4. **Start and End Dates**. September 1, 2022 through May 31, 2023.

5. **Payment.** $75,000
Funds will be used to support both objectives as follows.

Educators will receive a stipend of $1,000 for attending the professional development, implementing the activities, and writing a report reflecting on the implementation. This stipend will also include $400 that educators can use to purchase supplies and materials for their classroom. (Stipends are calculated at 12 hours -- 6 hours of PD and 6 hours to implement and write a report -- at $50/hour for $600 + $400 for supplies.) Approximately 10 teacher leaders from ISD709 will receive an additional $500 stipend to prepare to lead the subject area breakouts during the professional development day.

The faculty coordinator is provided a 1 credit/semester stipend of $2794. CSS student tutors are paid at the student employment rate of $15/hour. CSS will be able to provide up to 717 hours of tutoring with the funds requested.

Total Request of $75,000:

Objective	**#1 - CS PD**	**#2 - Tutoring**
Total CSS Personnel	$10,140	$13,550
Total Supplies & Equipment	$6,700	
Total Stipends	$43,000	
Total Meals	$1,610	
TOTAL:	**$61,450**	**$13,550**

College of St. Scholastica	1S0709
Name: Ryan Sandefer	Name: Fr. John Magnas
Title: Vice President for Academic Affairs	Title: Superintendent
Date: 8.10.22	Date: 8/8/22
Signature: Ryan Sandefer	Signature: John Magnas

Budget Code
01 E 005 211 150 304 000

LEASE
between
NORTHWOOD CHILDREN'S SERVICES
DULUTH, MINNESOTA
and
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1st day of July, 2021 by and between, and Independent School District #709, a public corporation, party of the First Part, hereinafter called the Lessor and Northwood Children's Services, a Minnesota Corporation, party of the Second Part, hereinafter called Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee herby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 4849 Ivanhoe St, Duluth, MN 55804, designated as Rockridge Academy heretofore referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2021, until the 1st day of July, 2024, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2021, and ending June 30, 2024, the sum total of Fourteen thousand, four-hundred 00/100ths Dollars ($14,400). This shall be paid in monthly installments of $1200 the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of providing behavioral health day treatment services to students served by ISD 709, and for no other use or purpose without the written consent of Lessor. Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

Lessor shall provide Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by Northwood Children's Services, Inc. in accordance with the terms of its charter from ISD 709 shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorney's fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessee's use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorney's fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areaways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any pervious termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenantable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.
use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.

b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.
liability insurance, in the amount of or greater than One Million Dollars ($1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise; this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessor, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessor addressed to: Independent School District #709, 215 North First Avenue East, Duluth, Minnesota 55802 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessee, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessee addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

NORTHWOOD CHILDREN'S SERVICES
Lessee

Eric W Berg 8/19/22
Eric Berg, Board Chair Date

8/19/22
Richard Wolleat, Date
President & Chief Executive Officer

INDENDEPENT SCHOOL DISTRICT No. 709
Lessor

Simone Zunich 8/22/22
Simone Zunich, Exec. Dir. Of Date
Finance and Business Services

SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN'S SERVICES, as Lessee, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessor, and relating to school known as Merritt Creek Academy.

1. Rockridge Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

		Lessee		Lessor
a.	Heat	X		
b.	Water	X		
c.	Sewage	X		
d.	Electricity	X		
e.	Telephone	X		
f.	Lawn Care	X		
g.	Garbage Removal	X		
h.	Snow Removal	X		
i.	Janitorial Service	X		
j.	Security	X		
k.	Other (as agreed once specified)	X	and/or	X

2. Rockridge Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

		Lessee	Lessor
a.	Windows	X	
b.	General Exterior	X	
c.	Roof	X	
d.	Structural	X	
e.	Interior of Leased Premises	X	
f.	Parking Lot and Driveway	X	
g.	Sidewalks, drainage & lawns	X	
h.	Interior Plumbing of Leased Premised	X	
i.	Exterior Plumbing of Leased Premises	X	
j.	Electrical of Leased Premises	X	
k.	Heating and Mechanical	X	
l.	Replacement of existing desks, chairs, school equipment		X

3. Insurance. Parties shall secure and pay for insurance as follows:

   a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of $1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.

   b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

Lessee: President & CEO
Northwood Children's Services
714 W. College Street
Duluth, Minnesota 55811

Lessor: Director of Business Services
Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessee/Security Party

Northwood Children's Services
714 West College Street
Duluth, Minnesota 55811

LESSEE:

Eric W. Berg 8/19/22
Eric Berg, Board Chair Date

Richard Wolleat, President & CEO 8/1/22
Richard Wolleat, President & CEO Date

Lessor/Debtor

Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

LESSOR:

Simone Zunich, Exec. Dir. Of
Finance and Business Services 8/22/22
Date

No Cost Contracts Signed
August 2022

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
Lake Superior Swim Club	Comm Ed	Renewal of collaboration between ISD 709 and LSSC for swim lessons
Children's Dental Services	Special Services	Renewal of school-based dental clinics for FY23
University of MN Duluth	Curriculum	Offering college courses for DPS students for 2022-2023 school year
MN State Colleges & Universities	Superintendent	Southwest Minnesota State University is responsible for offering a BA teaching education program
YES Duluth	TLE	Coordinating services to youth aged 14-24 who are experiencing barriers to success in reaching benchmarks leading to economic self-sufficiency
Minnesota Humanities Center	OEE	Two live performances of Kumbayah: The Juneteenth Story on Sept. 16, 2022
HDC	MTSS Coord.	DPS and HDC will work together to meet the needs of students, families, and staff
Booster	Homecroft ES	Allows for credit card payments – Booster adds fee on to the payment

AGREEMENT BETWEEN
Independent School District 709, St. Louis County, MN,
and the Lake Superior Swim Club
2022 - 2027

THIS AGREEMENT is entered into by and between Independent School District 709 ("ISD 709"), 215 North First Avenue East, Duluth, MN 55802, St. Louis County, Minnesota, and the Lake Superior Swim Club ("LSSC"), a non-profit corporation licensed and qualified to do business in the State of State of Minnesota, 739 Mellwood Avenue Duluth, MN 55804.

Collaboration between ISD 709 and LSSC
WITNESSETH

WHEREAS, ISD 709 owns and operates the indoor swimming pools at their middle school facilities ("pool"), an indoor swimming pool, for the benefit of the students and citizens of the Duluth school district, and

WHEREAS, LSSC is a non-profit organization formed in 2011 to conduct swim programming for all ages and skill levels in the community, and

WHEREAS, ISD 709 and LSSC desire to work cooperatively to provide basic, competitive and advanced swimming opportunities for all ages in the community, and

WHEREAS, LSSC provides the community with a source of lifeguards and swimming instructors, and

WHEREAS, ISD 709 is in a position to provide employment opportunities for LSSC youth interested in using and enhancing their swimming skills, and

WHEREAS, LSSC has and will continue to advocate for swimming pool budgets and capital improvement projects, and

WHEREAS, LSSC swimmers serve as Duluth ambassadors to other communities.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term and Effective Date.
This agreement shall be effective upon signature by both parties and shall be in effect until June 30, 2027, unless sooner terminated as provided in this contract.

Section 2. Staff Qualifications.
LSSC shall ensure that any staff provided by LSSC to assist with the swim program shall have the following minimum qualifications:

a. Current certification of safety training for swim coaches issued by the Red Cross or similar organization; and

c. Certificates in first aid and cardiopulmonary resuscitation, issued by the Red Cross or similar organization.

Section 3. Supervision at Pool.
LSSC pool activities will be subject to appropriate pool supervision. LSSC members including coaches, board members and volunteers shall comply with instructions issued by ISD 709

officials. LSSC activities must be under the direction of a LSSC coach, assistant coach or other LSSC designee at all times.

LSSC will provide pool supervision for any third party use of the pools.

Section 4. Pool Use Schedules.
ISD 709 shall make the Middle schools, Ordean and Lincoln Park, ("Pool") available for use for pool activities by LSSC for LSSC activities according to the schedule below. In consideration of the reserved use of the pool, LSSC agrees to schedule and pay for pool use according to the following:

a. *Meeting/Schedules.*
(1) LSSC Head Coach/Executive Director and ISD709 Community Education Site Coordinators will form a Pool Schedule committee.
(2) LSSC will provide ISD 709 general meet information as early as possible in May.
(3) By June 1 of every year, LSSC will provide local meet information and yearly schedule to the ISD 709 liaison.
(4) At an annual meeting to be held before August 15 of each year, the Head Coach/Executive Director of LSSC will finalize the schedule for the following year, including but not limited to swim meets, school holidays, fund raising, pool closures and school inservice days.
(5) ISD 709 will inform LSSC of planned pool closures.
(6) LSSC will inform ISD 709 of any changes to the pre-approved schedule at least two weeks in advance.
(7) ISD 709 shall attempt to accommodate all reasonable requests on the schedule. Revisions to the schedule may be made at the discretion of the Head Coach/Executive Director of LSSC and shall be agreed upon in writing by both parties.
(8) LSSC is the coordinator of the Pools with maximum utilization being considered.

b. *Pool Time and Changes.*
Pool hours reserved for LSSC are listed below. LSSC agrees to notify ISD 709 of any changes to these hours in writing or by email at least two weeks in advance. ISD 709 agrees that there will be no charge for any change made two weeks or more in advance.

LSSC agrees to pay ISD 709 one half of the current rental rate per hour for pool hours not used due to a change made less than two weeks in advance. ISD 709 will notify LSSC at least two weeks in advance of changes to the schedule made at ISD 709's request, excluding changes resulting from unforeseen mechanical problems or other unexpected events.

Section 5. Pool Use Rates.
In consideration of reserved use of the pool, LSSC agrees to pay ISD 709 according to the following fees:

Annual Rates:
LSSC will pay an annual fee per the schedule below for use of the facilities.

September 1 - August 30,2022: $7070.00
Every year after: Previous years rent + 3% (or CPI whichever is higher)

In addition, fifty percent of any operating profits in excess of the annual value of the monthly fees will be paid to ISD 709 prior to September 1 of each year. This will be offset with services and staffing of activities by community programs unaffiliated with LSSC.

LSSC will share its 990 Tax Return, financials, and demographics every August. LSSC and ISD 709 will meet every April, August, and December to discuss the partnership.

Swim Meet Facility Rental Fee:
The swim meet facility rental fee, based upon the use of first floor of the facility, will be determined by mutual agreement at the annual scheduling meeting.

ISD 709 and LSSC agree that LSSC or 3rd party usage hours that fall outside of the normal Maintenance Department staffing hours will be subject to a separate mutually agreed upon charge to cover necessary wages, benefits and overtime.

Specific locations and details of use shall be discussed each year at the annual meeting.

Section 6. Invoices.
ISD 709 shall invoice LSSC monthly for pool use time and no-show rates. All invoices will be paid within 30 days of the date of invoice.

Section 7. Storage.
Storage of LSSC equipment shall be pursuant to Attachment 1, attached hereto.

Section 8. Improvements and New Equipment.
ISD 709 must approve any LSSC plans for modifications that may impact the physical building, utilities systems, pool equipment or operations prior to purchasing new equipment or committing to that action.

Section 9. Equipment.
LSSC and ISD 709 have agreed to jointly manage equipment listed in Attachment 1 as joint use items. All other equipment purchases are the responsibility of each group.

Section 10. Relationship between LSSC and ISD 709.
LSSC is not a partner, joint venturer, employee or agent of ISD 709 and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of or for the benefit of ISD 709. LSSC, its agents, employees, and members are not entitled to any insurance coverage, whether workers' compensation or otherwise, or any other benefits accorded to ISD 709's employees.

Section 11. Termination.

This agreement terminates automatically on July 31, 2027, but may be sooner terminated by mutual agreement of the parties or by either party at will upon 3 months written notice to the other party. In the event that this contract is terminated, LSSC shall be entitled to retain or receive only the monies paid or owed by the ISD 709 for services actually rendered prior to the effective date of the termination. LSSC shall refund to the ISD 709 all monies paid for services that were to be rendered after the effective date of the termination.

Section 12. Hold Harmless and Indemnify.
Neither party shall be liable to the other party for any claims, liabilities, or damages of any kind, or for injury or damage to persons or property caused by or resulting from the use, maintenance, supervision, or other action or omission related to the pool by the other party, its employees, agents, contractors, representatives, or invitees. The party whose employees, agents, contractors, representatives, or invitees are damaged or who are alleged to have caused the damage shall indemnify and defend the other party from any claims, actions or lawsuits in accordance with this section.

Section 13. Insurance.
LSSC agrees to keep and maintain in full force and effect at LSSC's own expense for all participants in LSSC activities during the entire period of this agreement, insurance for LSSC activities pursuant to a policy with USA Swimming, or its equivalent. This policy is provided to members of USA Swimming and provides secondary accident medical insurance and liability insurance. The policy shall cover the risks for the amounts satisfactory to the risk manager.

Such insurance shall name the ISD 709 as an additional insured and shall require that the insurance company give not less than thirty days prior written notice to ISD 709's risk management officer prior to any cancellation, non-renewal, or reduction in the amount or coverage.

Section 14. No Third Party Beneficiaries.
Nothing in this agreement shall be construed to give any person other than ISD 709 and LSSC any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of ISD 709 and LSSC.

Section 15. Notice.
Any notice, demand, request, consent, approval, or other communication that either party desires or is required under this agreement to give to the other party or any other person shall be in writing and shall be mailed or served personally to the person and address below. Parties shall promptly notify each other in writing of any change in this information.

ISD 709: John Magas
ISD 709 – Duluth Public Schools
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218.336.8752

LSSC: Howard Leathers
Head Coach / Executive Director
2801 Branch Street
Duluth, MN 55812
218.310.8124

Anthony Yung
President – Board of Directors
Lake Superior Swim Club
739 Mellwood Avenue
Duluth, MN 55804
218.310.2341

Section 16. Non-Discrimination.
The LSSC will not discriminate against any program participant on the basis of membership in a class protected by municipal, state, or federal law, such as age, race, gender, religion, nationality, parenthood, or disability.

Section 17. Workers' Compensation Coverage.
LSSC, will provide ISD 709 with appropriate proof, furnished by the insurance carrier, of current coverage for workers' compensation with an insurance company or association authorized to transact such business in the State of Minnesota, or an approved current certification of self-insurance. LSSC further acknowledges and agrees that in the event it fails to maintain proper Workers' Compensation coverage, ISD 709, at its option, may terminate this agreement for cause without liability.

Section 18. Miscellaneous.

a. *Nonwaiver*. Failing or delaying to object to a breach of any part of this agreement is not a waiver of the right to object to that breach, nor is it a waiver of the right to object to a subsequent breach of the same or any other part of this agreement.

b. *Law Applicable.* The laws of the State of Minnesota shall govern this agreement.

c. *Paragraph Headings*. The heading of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

d. *Successors and Assigns*. Except as otherwise provided, the agreements and obligations in this agreement shall bind the parties and their respective personal representatives, heirs, successors and assigns.

e. *Compliance with Laws and Regulations*. LSSC shall, at LSSC's sole cost and expense, comply with all applicable requirements of local, state and federal laws, ordinances, or regulations now in force, or which may be in force, during the performance of this agreement.

f. *Time of the Essence*. Time is of the essence of each term, condition, covenant and provision of this agreement.

g. *Entire Agreement.* This agreement and any attached schedules, appendices or exhibits are the complete agreement between the parties, and there are no other promises, agreements, conditions or understanding, either oral or written, between them.

h. *Severability*. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ISD 709 and LSSC agree and sign below. This contract is not effective until signed by both parties.

ISD 709:

Date: 8/19/22

By: John Magas

Authorized Representative
John Magas
Superintendent
ISD 709 Duluth Public Schools

LSSC:

Date: 8/23/22

By:

Authorized Representative
Anthony Yung
President
Lake Superior Swim Club

Budget Code
04 E 005 505 321 305 000

ATTACHMENT 1

LSSC and shared items approved for storage at Middle School pools.
LSSC shall use designated space in pool offices for storage.
Items listed below are designated as joint use items required for swim meets:
All items to be stored in Storage Room "s" unless specified otherwise by an asterisk *.

- Timing system components:
  - Touchpads and storage rack* - In storage room
  - Self-contained timing table unit and storage cabinet
  - Printer
  - Cables and manual controls* - Inside of self-contained timing table
  - Timing control unit
  - Electronic Timing Board and Heat Readout Board(l each)* - Mounted on wall above deck in NW comer of building
- Competitive Lane markers and storage reel* - (Stored on deck)
- Starting blocks* (6) - (Stored on deck)
- 3' 4x4 post to hold up diving board and 6' 4x4 post to remove starting blocks* (1 ea) - Stored on deck
- Cabinet space - Cache of gear available to swimmers (LSSC, Masters, Synchro)
- Meet support Equipment
  - Cabinet with meet support supplies - Starting gun, DQ paperwork
  - Folding chairs and tables for meets* - Stored outside
  - Award stand* - Stored outdoors
  - Recall starting line and support poles*
  - Stored in instructional storage room on north wall
- First Aid kit* (readily available and off the floor)
- Swim team cart - Rolling cart serves as a mailbox for swimmers
- Swimming aids* - Stored in north wall storage area or in benches if acquired
  - Pace clocks (2) - Joint use
  - Mirrors* - LSSC only - On deck next to timing table on south wall
  - Dry Erase Board* - On wall in pool area
  - Backstroke Pennants and deck poles* - Joint use - In place over pool. When taken down they are stored in the instructional storage room
- Bulletin Board* - Located in pool lobby
- Bulletin Board* - Mounted on the outside of the pool building

General Terms and Conditions

Items identified as joint use will be shared by ISD 709 and LSSC. Responsibility and financial issues associated with replacement and/or repair ofjoint use items will be reviewed at the annual meeting with a 50/50 sharing of expenses as the goal.
This Attachment will be reviewed at the annual scheduling and review meeting between ISD 709 and LSSC, June 1st or at some other mutually agreed upon date. LSSC will provide an annual inventory of the items stored and their location at the annual meeting.
LSSC may request storage of other items that meet the criteria developed for storage of items at the pool but are not included on this list, by submitting a request to ISD 709 designee. If

approved, ISD 709's designee will designate the appropriate area for the item to be stored.
General criteria for allowable storage of LSSC items at the Middle School pools:
1. Size of items: Oversize items that are necessary to conduct a competitive swim program and have no smaller and more portable substitutes.
2. Sensitivity or delicacy of items: Items that are necessary to conduct a competitive swim program and are very sensitive or delicate and subject to damage by transport.
3. Frequency of use: Items that are necessary to conduct a competitive swim program and are in use on a daily or weekly basis.

Memorandum of Agreement Between
Children's Dental Services (CDS)
And
The Duluth Public School District
Regarding School-Based Dental Clinics

This Memorandum of Agreement is designed to formalize the continuing relationship between Children's Dental Services (CDS), hereinafter referred to as CDS and the Duluth School District, hereinafter referred to as DSD, regarding the operation of school-based dental clinics (SBDC).

Terms of Agreement

1. DSD agrees to provide the following at no cost to CDS at each of the schools where clinic services are provided:
   - Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each Principal, CDS will have access to conference rooms.
   - All utilities.
   - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper).
   - Rubbish removal (non-hazardous waste).
   - Custodial and housekeeping services.
   - Access to the internet and phones at each site.
   - Printing and inclusion of CDS parental consent form and other brochures in each school's annual "back to school" mailing.

2. CDS will provide the following at no cost to DSD:

   - Comprehensive school-based dental center services for enrolled school and Head Start students as defined in the consent form and in compliance with CDS policies.
   - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
   - Proper maintenance and disposal of hazardous waste.
   - Appropriate staffing for the dental care (with training and licensing as required by law).
   - Supervision of dental staff.
   - All billing responsibilities.
   - Workers' compensation, general liability and dental malpractice insurance for all appropriate staff.
   - All dental equipment (portable or permanent) is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

   CDS agrees to annually provide a parental consent form template for the back-to-school mailing at the schools.

3. CDS agrees to add the following language to parent consent forms:
   "Duluth School District may give information about your child's class schedule to Children's Dental Services".

4. CDS and DSD mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs, brochures and correspondence, naming CDS as the entity operating the dental care, and the DSD is the host and collaborating agency for the dental care.

5. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.

6. CDS will protect the confidentiality of any and all information received from students who seek services at the children's dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.

7. CDS and DSD staff will work cooperatively. This includes collaboration whenever possible between clinic staff and school nurse/school social worker in addressing student needs.

8. Either DSD or CDS may terminate this Agreement with or without cause upon at least ninety (90) days written notice to the other party.

9. This agreement will commence on July 1, 2022 and shall remain effective until June 30, 2023.

10. This Agreement constitutes the entire understanding and Agreement between CDS and DSD with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.

11. This Agreement may be amended only in writing signed by all the parties hereto.

12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:

    ISD 709, Duluth Public Schools, Attn: Executive Director of Finance and Business, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811

    Children's Dental Services, Attn: Sarah Wovcha, 636 Broadway Street Northeast, Minneapolis, MN 55413

13. The laws of the State of Minnesota shall govern this Agreement.

14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between DSD and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.

15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.

17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.

18. CDS and DSD shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.

19. CDS will notify DSD of any individual working in our schools with convictions of a gross misdemeanor or felony.

20. CDS 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.

21. CDS and DSD agree that this contract implies no exclusivity and that DSD may utilize other providers, however, alterations to dental services will not occur unless notice is provided and a meeting between CDS, DSD and relevant funding partners occurs.

22. CDS agrees to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on DSD's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

The Parties hereby cause this instrument to be executed by their duly authorized officers:

Sarah Wovcha, J.D., M.P.H.
Executive Director,
Children's Dental Services
636 Broadway Street NE
Minneapolis, MN 55413
(612) 746-1530 ext. 204

Date

Simone Zunich
Executive Director of Finance and Business Services
Duluth Public Schools, ISD #709
4316 Rice Lake Road Suite 108
Duluth, MN 55811
(218) 336-8704

8/29/22
Date

Duluth Campus

College in the Schools
Office of the Registrar

139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812

MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth and Independent School District 709

Term of Agreement: 2022-2023

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) and Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified junior and senior students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2022-2023 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. High-potential students who do not meet the GPA or grade level requirements may be allowed to enroll in CITS classes with the permission of the CITS teacher and the high school guidance counselor. A UMD CITS Program and Registration Exception form must be submitted to UMD from the high school. The University of Minnesota CITS program director has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth.
- Adhere to UMD's enrollment limits to no more than 40 students per CITS class section except where otherwise noted that maximums may be reduced due to pedagogical best practices. Example includes college writing (UMD WRIT 1120) in which the maximum enrollment per class is 25 students.
- Provide UMD CITS program staff with a copy of the final class syllabi each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development. Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval.
- In accordance with the National Alliance of Concurrent Enrollment Partnerships (NACEP), student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.
- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and

- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified junior and senior students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program;
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation;
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, library and tutoring resources ; and
- Share course evaluations per term, along with generalized CITS survey and research information.

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge $92 per student, per course (see Addendum A for course listing) based on the UMD CITS class lists printed after the UMD student course cancellation/add deadline. UMD will bill ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in early December.
- Spring semester and all year student enrollments are final in April and are billed in early May.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public School District may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Associate Vice Chancellor for Enrollment Management	Mary Keenan		
UMD College in the Schools Interim Program Director	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services	Simone Zunich	Simone Zunich	8/18/22
Duluth Public Schools Director of Secondary Education. Department of Teaching, Learning and Equity	Jen Larva	Jennifer Larva	8/16/22

cc:
Joan Lancour, Assistant to the Director of Curriculum and Instruction
Nathan Glockle, Principal, Academic Excellence Online High School (AEO)
Chris Vold, Coordinator, Academic Excellence Online High School (AEO)
Tom Tusken, Principal, Denfeld High School
Danette Seboe, Principal, Duluth East High School

Addendum A

2022-2023 List of UMD CITS Courses
To Be Offered in ISD 709

Academic Excellence Online (AEO) High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
MATH 1250	Precalculus Analysis	4	40	Ahern, Jenny
MATH 1296	Calculus I	5	40	Ahern, Jenny
WRIT 1120	College Writing	3	25	Schingen, Joe

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Hollinday, Gina
ENGL 1907	Introduction to Literature	3	40	Macioce, Maria
MATH 1296	Calculus I	5	40	Lewis, Ed White, Timothy
PE 1616	Weight Training	1	40	Marsolek, Stacie
SOC 1101	Introduction to Sociology	4	40	Ballavance, Adair Hollinday, Gina
SPAN 1201	Intermediate Spanish I	4	40	Cummins, Johanna
SPAN 1202	Intermediate Spanish II	4	40	Cummins, Johanna
WRIT 1120	College Writing	3	25	Mickle, Stephanie

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Jones, Greg
GER 1201	Intermediate German I	4	40	Lull, Emily
GER 1202	Intermediate German II	4	40	Lull, Emily
MATH 1296	Calculus I	5	40	Garnett, William* Graves, Peter
PE 1616	Weight Training	1	40	Hietala, Joseph* Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Nachbar, Catherine
SPAN 1201	Intermediate Spanish I	4	40	Kroll Strukel, Kimberly
SPAN 1202	Intermediate Spanish II	4	40	Kroll Strukel, Kimberly
WRIT 1120	College Writing	3	25	Sorenson, Stuart

* William Garnett is not teaching MATH 1296 during the 2022-2023 year.

* Joe Hietala is not teaching PE 1616 during the 2022-2023 year.

UMD

UNIVERSITY OF MINNESOTA DULUTH

Driven to Discover

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN

Southwest Minnesota State University

AND

DULUTH PUBLIC SCHOOLS

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Southwest Minnesota State University** (hereinafter "University"), and **Duluth Public Schools,** 4316 Rice Lake Road, Suite 108, Duluth, Minnesota 55811 (hereinafter "District").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the University; and

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education programs(s) of the University; and

WHEREAS, it is in the general interest of the District to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

1. **UNIVERSITY RESPONSIBILITIES**

   a. The University, which is accredited by the Higher Learning Commission, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.

b. The University will be responsible for the general educational experience of student teachers assigned to District sites for classroom experience, unless otherwise agreed to in writing by the parties.

c. The University is responsible for establishing prerequisite criteria for placement of student teachers at District which shall include the requirement that all student teachers have completed not less than two years of an approved teacher education program; and has overall responsibility for planning, directing and evaluating the students' classroom learning experiences.

d. The University will provide the District with objectives for the classroom experience program, and educational goals for each student teacher, as appropriate. Implementation of those objectives will be accomplished jointly by the University and the District.

e. The University will provide the District with requests for student teaching placements within a reasonable time in advance of any teaching period, together with relevant information with respect to the applicable credentials of each proposed student teacher and supervising teacher.

f. The University will inform its faculty and students of the District's policies and regulations that relate to the program at the District including, but not limited to, the confidentiality of information related to its pupils.

g. The University will inform its students who are participating in the program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance.

h. The University agrees to notify its students that District requires each student to undergo a criminal/maltreatment background study pursuant to Minn. Stat. §§ 123B.03 and 299C.60, *et seq.* as a prerequisite to participation in the program. Participating students will be directed to District's policies and procedures to authorize and pay for the background studies. The University is not responsible for any cost associated with obtaining the background studies.

i. The University shall pay an honorarium or stipend to the District for the placement of its student teachers. The amount of the honorarium or stipend will be commensurate with the number of weeks of student teaching and shall not exceed $120.00 per student teacher. Payment shall be made to the District in the manner required.

2. DISTRICT RESPONSIBILITIES

a. The District shall assume full responsibility for the instruction of its pupils. It is understood that individual pupil instruction is not controlled, supervised, or paid for by the University.

b. The District agrees to provide student teaching opportunities for student teachers assigned to District sites. To this end, the District will provide the equipment, facilities, supplies and services for student teachers assigned to the District necessary to meet the objectives of the University's program.

c. District agrees to provide a licensed, full-time, continuing contract District teacher(s) who will supervise student teachers and such employees may establish and implement reasonable expectations of conduct applicable to their participation. The District shall provide supervising teachers that meet requirements outlined in Minnesota Rule 8705.1010 Subp. 3. A. (4).

d. District has ultimate control over its sites and may immediately terminate participation in the program of any of the students enrolled in the program where required by an emergency involving health and safety; and in all other (non-emergency) instances, District shall consult with the University before taking any action to terminate the participation of a student.

e. The District will provide the University with a copy of its policies and regulations which relate to the student teaching program.

f. The District will provide an orientation to student teachers concerning its policies and procedures applicable to the program. The District shall allow a reasonable amount of District staff time for joint conferences with University faculty, for planning with University faculty, and for such other assistance as shall be mutually agreeable.

g. When available, physical space such as offices, conference rooms, and classrooms of the District may be used by the University faculty and students who are participating in the clinical experience program.

h. The District recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this Agreement.

i. District agrees that it will not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this Agreement. A student teacher shall not act as a substitute teacher.

j. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

3. MUTUAL RESPONSIBILITIES

a. The University and District shall each identify a person or persons responsible for liaison during the course of this Agreement. The identity and contact information of these individuals shall be provided to the other party prior to each term during which University students are assigned to District sites under this Agreement. The persons responsible for the liaison will jointly plan for such matters as:

i. Selection, assignment and orientation of student teachers;
ii. Periodic review and preparation of objectives for the student teaching experience program; and
iii. Evaluation of student teacher performance.
iv. Communication to familiarize District personnel with the student teaching experience program's philosophy, goals and curriculum;
v. Communication to familiarize the College/University faculty with the District's philosophy, policy and program expectations;
vi. Communication to keep both parties and the parties' personnel who are assigned to the student teaching experience program informed of changes in philosophy, policies and any new programs which are contemplated;
vii. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
viii. Communication to identify areas of mutual need or concern;
ix. Communication to seek solutions to any problems which may arise in the student teaching experience programs; and

x. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve the College/University's teacher education program curriculum. 296

It is understood and agreed by the parties that the District has final authority to determine the number of student teachers it will accept as program participants for each term and the District sites to which student teachers are assigned.

b. The University has authority to withdraw, suspend or terminate a student teacher from the program for academic deficiencies, behavioral violations or other sufficient reason subject to applicable procedures afforded to the student teacher. The District may unilaterally suspend a student's participation in the program at the District for behavioral or other conduct that, in its good faith judgement, constitutes a threat to the health or safety of District personnel or pupils. The District liaison will consult with the University liaison before suspending a student teacher's participation, except where consultation is not reasonably possible under the circumstances.

c. Student teachers are participants in an educational program, and for the purposes of this Agreement, shall not be considered employees of either the University or the District except as provided in Minn. Stat. § 122A.69. Student teachers shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the District or University except as provided in Minn. Stat. § 122A.69.

4. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

a. Commercial General Liability Insurance

The University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than $500,000 per person and $1,500,000 per occurrence for bodily injury and property damage.

The District will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than $500,000 per claimant and $1,500,000 per occurrence for bodily injury and property damage.

b. Professional Liability Insurance

The District will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than $500,000 per claimant and $1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

c. Additional Conditions:

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If District receives a cancellation notice from an insurance carrier affording coverage herein, District agrees to notify the University within five (5) business days with a copy of the cancellation notice, unless District's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the University.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the University, not to students.

5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

a. Any emergency medical care available at the District will be available to University faculty and students. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the District or the University.

b. Any University faculty member or student who is injured or becomes ill while at the District shall immediately report the injury or illness to the District and receive treatment (if available) at the District or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the University faculty member or student who receives the treatment and not the responsibility of the District or the University.

6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

7. TERM OF AGREEMENT

This Agreement is effective on the later of August 1, 2022, or when fully executed, and shall remain in effect until July 31, 2027. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the student teaching program.

8. FINANCIAL CONSIDERATION

a. Except as expressly provided in this Agreement, the University and the District shall each bear their own costs associated with this Agreement and no payment is required by either the University or the District to the other party.

b. The District is not required to reimburse the University faculty or students for any services rendered to the District or its students pursuant to this Agreement.

9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10. ASSIGNMENT

Neither the University nor the District shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. STATE AUDIT

The books, records, documents and accounting procedures and practices of the District relevant to this Agreement shall be subject to examination by the University and the Legislative Auditor.

12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District 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 District or the University.

In the event the District receives a request to release the data referred to in this clause, the District must immediately notify the University. The University will give the District instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement. The District may require student teachers to sign an authorization to permit the District and University to exchange information about the student teacher's participation and performance in the program.

13. **GOVERNING LAW**

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

14. **ENTIRE AGREEMENT**

This Agreement constitutes and expresses the entire agreement and understanding between the parties relative to the program. This Agreement supersedes all other prior agreements between the parties.

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. **DISTRICT: Duluth Public Schools**
   District certifies that the appropriate person(s) have executed the contract on behalf of District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)	John Magas John Magas
Title	Superintendent
Date	8/8/22

2. **VERIFIED AS TO ENCUMBRANCE:**
   Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)	Christy Johnson
Title	Buyer 2 & Purchasing Clerk
Date	

3. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
   Southwest Minnesota State University:

By (authorized signature and printed name)	Deb Kerkaert
Title	VP for Finance & Administration
Date	

4. **AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)	Christy Johnson
Title	Buyer 2 & Purchasing Clerk
Date	

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Memorandum of Understanding

Between

YES Duluth

and

ISD 709

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Duluth Workforce Development's Youth Employment Services, hereinafter referred to as "YES Duluth" and Independent School District 709, hereinafter referred to as "ISD 709".

Purpose

The purpose of this MOU is to establish the ways in which YES Duluth and ISD 709 will coordinate services to youth between the ages of 14 and 24 who are experiencing barriers to success in reaching benchmarks leading to economic self-sufficiency. The partnership outlined in this MOU serves to enhance support provided to youth and young adults in achieving their education and employment goals.

Responsibilities of ISD 709

ISD 709 will provide the following program elements defined under the Workforce Investment and Opportunity Act (WIOA) to clients served by both organizations:

- **Tutoring, Study Skills, Instruction and Dropout Prevention**: Students participate in activities leading to the completion of a high school diploma. May include tutoring, active learning experiences, after-school activities and individualized instruction through:
  - Secondary Education: Denfeld, East High School (EHS), Area Learning Center (ALC)
  - Check and Connect: Denfeld and EHS
  - Denfeld After School Happening (DASH): Denfeld Duluth Community Schools Collaborative
  - Credit Recovery: Denfeld
  - Bridge and T12 Programs: ALC
  - Adult Diploma: Duluth Adult Education

- **Alternative School and Dropout Recovery**: Participants engage in activities with the goal of helping youth re-engage in education that leads to a high school diploma or GED. May include basic skills training, credit recovery, counseling and education plan development.
  - GED or Adult Diploma: Duluth Adult Education
  - Diploma completion: ALC

- **Paid and Unpaid Work Experience**: Work experience is a planned, structured learning experience that takes place in an employment or simulated-employment setting for a limited period of time. May include employment, pre-apprenticeship programs, internships, job shadowing and on-the-job training and must include an occupational and contextual learning component. ISD 709 provides work experience through:
  - Work Based Learning: Area Learning Center
  - Seat-based Work Based Learning: Denfeld and EHS Special Education Departments
  - Bridge and T12 Programs: ALC

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- Extended School Year: Denfeld and EHS Special Education Departments

- **Occupational Skills Training**: Career and Technical Education (CTE) provides an organized program of study that supports proficiency in performing tasks and technical functions in the multiple Trades.
  - Multiple CTE programs of study at both Denfeld and EHS, including Agriculture, Automotive, Aviation, Business, Cosntruction, Engineering/Manufacturing, Graphic Design, Health Occupations, Culinary Arts, and Education

- **Leadership Development Opportunities**: Activities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors. Can include exposure, training, projects and engagement in activities.
  - Scott Anderson Leadership Forum: Denfeld
  - College Tours: Guidance Offices, Denfeld and EHS, ALC
  - Scholarships which include leadership training: Denfeld and EHS
  - School-based leadership positions such as team captain or club leadership staff

- **Adult Mentoring**: ISD 709 staff provide activities to offer guidance, support and encouragement to develop the competence and character of students through:
  - Integration Specialists: Denfeld, EHS and ALC
  - Bridge and T12 Programs: ALC

- **Guidance and Counseling**: May include mental health and chemical dependency counseling and referrals to partner agencies as appropriate, provided through:
  - School-based therapy providers: Denfeld, EHS and ALC

- **Post-Secondary Preparation and Transition Activities**: These activities prepare youth for advancement to postsecondary education after attaining a high school diploma or GED through:
  - Scholarship applications, FAFSA, ACT/SAT, MCA and other college preparatory activities: Career Centers at Denfeld and EHS
  - Hosting College, Military, and Trades awareness events
  - Participation in Construct Tomorrow, Tour of Manufacturing, and other career exploration events

Responsibilities of YES Duluth

YES Duluth will provide the following WIOA program elements to youth referred for services by ISD 709:

- **Paid and Unpaid Work Experience**: YES Duluth participants are offered a planned, structured learning experience that takes place in an employment setting for a limited period of time. May include employment, pre-apprenticeship programs, internships, job shadowing and on-the-job training and must include an occupational and contextual learning component.

- **Education Offered Concurrently with Workforce Preparation and Training**: Youth who wish to pursue post-secondary education and training will be referred to YES Duluth for assistance in completing secondary education, person-centered Career Pathways exploration and Work Experience, and transition to post-secondary education.

- **Leadership Development Opportunities**: All participants enrolled with YES Duluth will have access to one-on-one sessions that encourage responsibility, confidence, employability and self-determination.

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Participants engaged in Work Experience have an opportunity to advance into a position with a leadership development learning plan, to include Self-management, Diversity awareness, Handling conflict, Strategic thinking, Planning and delivery of programs, Assertive communication and Flexibility and Collaboration.

- **Support Services**: For youth engaged in education and employment goals, YES Duluth provides work-related financial supports including funding for transportation, childcare, housing, work tools and clothing, education supplies, testing fees and other needs-related payments.

- **Adult Mentoring**: Youth enrolled in YES Duluth will benefit from staff-facilitated relationships with employer mentors and job counselors, and often maintain a long-term working relationship that offers guidance, support and encouragement to develop the youth's competence and character.

- **Follow-up Services**: YES Duluth will provide post-exit follow up, which may include support services, adult mentoring, financial literacy, labor market research and/or post-secondary preparation for 12 months following date of exit.

- **Financial Literacy Education**: Participants enrolled with YES Duluth are offered financial literacy education to gain the knowledge, skills and confidence to make informed financial decisions and attain greater financial health and stability. May include budgeting, initiation of checking and savings accounts, and assistance in financial decision-making in group settings or one-on-one. Curriculum and resources include Junior Achievement, the National Endowment for Financial Education and local credit unions.

- **Services that Provide Labor Market Information**: To assist in determining career pathway goals, YES Duluth staff will provide participants with information about in-demand industry sectors and occupations in the local area using the DEED Data Tool and CAREERwise Education resources.

- **Post-Secondary Preparation and Transition Activities**: Participants enrolled with YES Duluth will receive one-on-one career counseling and exploring options for training including connection to programs, assistance with college applications and FAFSA.

Reporting and Release of Information

YES Duluth staff will track and monitor program activity in Workforce One. To enable the exchange of case management communication, staff will document a signed Release of Information for participants co-enrolled in ISD 709 and YES Duluth programming. For the purpose of determining eligibility, monitoring progress in education and general case management, YES Duluth requests ISD 709 badge access, as well as access to students' schedules, attendance information, transcripts and test scores through Infinite Campus and Canvas.

Funding

This MOU is not a commitment of funds. ISD 709 and YES Duluth will utilize their own resources to provide the services outlined in this agreement.

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Duration

This MOU shall become effective upon signature by the authorized officials from YES Duluth and ISD 709 and will remain in effect until terminated as provided for in this section. Either party to this MOU may terminate participation in this MOU by giving not less than ten (10) calendar days' prior written notice of intent to terminate to the other party. YES Duluth and ISD 709 will review this MOU and its purpose every three years.

Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested to the following addresses:

YES Duluth
Elena Foshay, Director
Duluth Workforce Development
402 West 1st Street
Duluth, MN 55802
218-730-5241
efoshay@duluthmn.gov

ISD 709
Anthony Bonds
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

Governing Law

Each party shall comply with all applicable legal requirements governing the duties, obligations, and business practices of that party. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Minnesota. State of Minnesota courts shall have jurisdiction over any action arising out of this MOU and over the parties.

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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CITY OF DULUTH

By: DocuSigned by: 36F2E826ED714AA...
Mayor

Attest: DocuSigned by: Ian B. Johnson EE9D2CA1AA9F42B...
City Clerk

Date: 8/18/2022

Countersigned:

DocuSigned by: 5DCCA8A0CCFE4D1...
City Auditor

Approved as to form:

DocuSigned by: F4G4D28DF08942A...
City Attorney

ISD 709

By: Anthony Bonds
Anthony Bonds, Assistant Superintendent

Date: 8/17/22

EXHIBIT A

DPS will serve as the community host partner in delivering two live performances of Kumbayah: The Juneteenth Story on September 16, 2022, at Denfeld High School and agree to the following:

- Participate in weekly planning meetings with MHC in co-designing the experience.
- Provide in-kind use of theater space, green room(s) that offer sufficient space for a 30-member cast, and all necessary equipment, sound, lighting and stage support for the successful delivery of both performances.
- Manage and direct traffic for both performances.
- Provide volunteers to welcome cast and provide on-site support 30 minutes before each performance.
- Create space and learning opportunities for educators and students to continue their learning journey beyond the play.
- Actively engage in the program by identifying potential local speakers, artists and providing leadership support from the school and district level.
- Actively promote the play in reaching 700 to 1000 attendees per performance.
- Lead contacts for this project: Nate Smith, Equity Coordinator and Denfeld Principal Tusken

MHC will provide the following services:

- Participate in weekly meetings with DPS and stakeholders in co-designing the experience.
- Be supportive in providing DPS learning materials for teachers and classroom materials.
- Secure contract with Sweet Potato Comfort Pie in bringing Kumbayah: The Juneteenth Story cast and production to Duluth for two performances.
- Provide project management oversight.
- Manage event registration for community play.
- Host a brunch reception on Saturday, Sept. 17 for cast, DPS and community supporters.
- Provide initial funding to move the project forward. Actively engage in fundraising to help supplement cost (approximately $35,000 - $45,000).
- Design marketing materials and place community ads as needed.
- Lead contacts for this project: MayKao Fredericks, Chief Humanities Officer and Eden Bart, Humanities Officer

Schedule: September 15/16/17 2022:

- **Thursday, Sept. 15** – Cast leaves Twin Cities at 5pm. Arrive in Duluth set up stage and rehearse with sound and lighting crew at Denfeld High School theater.

- **Friday, Sept. 16** – Two Performances at Denfeld High School theater
  - 9:15am – 11:15pm performance for DPS students and faculty only
  - 7:00pm– 9:00pm performance for community

- **Saturday, Sept. 17** (10:45 am – 12:30 pm) - Brunch and Cast Reception at Denfeld High School

Memorandum of Understanding
Duluth Public Schools

The Minnesota Humanities Center (MHC) located at 987 Ivy Avenue, Saint Paul, MN, a Minnesota non-profit organization, and Duluth Public Schools (DPS) located at 4316 Rice Lake Road, Suite 108 Duluth, MN (collectively referred to as "Parties") enter into this Memorandum of Understanding (MOU) to bring Kumbayah: the Juneteenth Story live performance to Duluth community on Friday, September 16, 2022, as outlined in Exhibit A.

Kumbayah The Juneteenth Story is a 90-minute, two-act play that is a dramatization of a traumatic time in our history – when news was deliberately withheld that Black people were no longer to be enslaved in this country. Storytelling and music weave together mesmerizing scenes. Although tragedy is depicted, this play within a play is tremendously uplifting. Following the play is a 15 to 30-minute conversation with the cast about their experience and the impact it has had on them.

Program Goals:

- Inspire student learning and critical thinking with curiosity and compassion
- Support educators in teaching about Black freedom and US history from diverse perspectives
- Strengthen relationships

This MOU shall begin upon signing.

MINNESOTA HUMANITIES CENTER

MayKao Fredericks, Chief Humanities Officer

Date: Aug 10, 2022

Duluth Public Schools

Anthony Bonds, Assistant Superintendent

Date: 8/11/22

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HUMAN DEVELOPMENT CENTER AND THE DULUTH PUBLIC SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between the Human Development Center (HDC), a certified community behavioral health clinic and the Duluth Public Schools, Independent School District #709 (ISD #709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between HDC and ISD #709, and further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD #709 desires to provide quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, HDC desires to extend therapeutic support to ISD #709 school buildings by professional and practitioner level therapeutic supports in individual and group settings and coordinated by a mental health professional.

Therefore, HDC and ISD #709 agree that it is in the best interests of all concerned to enter this MOU.

This MOU is to enable and structure the collaboration between HDC and ISD #709 in its implementation of creating educational successes for students, their families, and school staff by providing appropriate therapeutic services for unmet social, emotional, and behavioral and mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of HDC and ISD #709

It is understood that HDC and ISD #709 staff must work together as a team to effectively meet the needs of ISD #709 students, families, and staff, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the MOU, in a timely manner. However, the parties to this MOU understand their separate and distinct responsibilities.

Roles of HDC

Students, families, and staff served by HDC are clients of HDC and subject to the same rights and responsibilities as clients served in the organization's clinic setting.

HDC will:

1. Have therapists and practitioners onsite to provide therapeutic services at regularly scheduled times and place for each site as agreed upon by HDC Child and Family Services Director, ISD #709 Mental Health/Social Emotional Behavioral MTSS Coordinator, Assistant Superintendent, and Principals.
2. See students referred by school personnel or parents individually or in groups for therapeutic services at the student's school in a confidential setting for comprehensive evaluations, treatment planning, and individual/group sessions, according to established HDC policies and procedures.
3. Schedule requested consultations by school personnel including school social workers, teachers, counselors, and administrative staff with HDC providers as needed. Specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school's schedule.
4. Treat students served by HDC in ISD #709 as clients of HDC and ensure they are subject to the same

rights and responsibilities as clients served onsite at HDC clinic spaces.

5. Meet with ISD #709 Administrative staff to plan a system of service delivery taking into consideration both the needs of HDC and ISD #709.
6. Locate therapists and mental health practitioners at ISD #709 to provide therapeutic services in a private setting.
7. Employ and be responsible for its employees placed in ISD #709 schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own mental health records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. ISD #709 will not be responsible for the cost of services delivered by HDC.
13. Meet periodically with ISD #709 School Administration and other designated staff to review the working relationship, address any concerns/conflicts, and promote an active partnership.
14. Ensure meetings with HDC providers do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that mental health services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD #709

ISD #709 will:

1. Meet with HDC administrative staff to plan a system of service delivery.
2. Inform ISD #709 Principals and school staff of services available and work with HDC staff to develop a system to identify and refer students that may need therapeutic services and supports. Meet periodically with HDC administration or designated staff to review the working relationship, address any concerns, and promote an active partnership.
3. Provide HDC therapists and practitioners with private meeting space with access to a telephone and internet connection.
4. Obtain parental permission before referring students to HDC for therapeutic services.
5. Upon parental permission, provide HDC staff with student schedules to meet with students for therapeutic services.

III. GENERAL TERMS

Terms. This MOU will begin effective the date of August 26th, 2022, and will continue through August 25th, 2023, unless either party provides written notice per the Termination clause below. This MOU will renew for one-year periods effective unlimited unless either party provides written notice of non renewal three (3) months before annual termination date. Otherwise, this MOU may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this MOU by giving the other party three (3) months prior written notice.

Confidentiality. HDC and ISD #709 agree that by virtue of entering into this MOU, they will have access to certain confidential information regarding the other party's operations related to this project.

HDC and ISD #709 agree they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this MOU or required by law.

Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Parents/Guardians may be referred to HDC School-Linked Mental Health Therapists by members of the ISD #709 school staff or self-referred by the student or the student's parent(s) or guardian(s) according to established HDC procedures using a written referral form. HDC staff will contact parent(s)/guardian(s) and coordinate with ISD #709 school staff, as needed to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying a need for mental health services to HDC for appropriate therapeutic services.

Data Collection. ISD #709, upon receiving signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records, and behavioral violations to HDC when requested.

Background Check. *(Applies to contractors working independently with students.)* HDC, as the independent contractor, must provide an executed criminal history consent form and a money order or check payable to ISD #709 in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. HDC is precluded from performance of contract until the results of the criminal background check(s) are on file.

If HDC has already completed background checks for their business needs, HDC stipulates that the background checks are completed, current, and on file.

HDC also stipulates that any employees with a gross misdemeanor or felony will not work independently with ISD #709 students.

Independent Contractor. Both ISD #709 and HDC agree they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

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

Indemnity and Defense. HDC hereby agrees to defend, indemnify and hold ISD #709 harmless from all claims relating to its work pursuant to this MOU. In the event HDC 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 MOU.

ISD #709 hereby agrees to defend, indemnify and hold HDC harmless from all claims relating to its work pursuant to this MOU. In the event ISD #709 breaches its obligation to defend, indemnify and hold HDC harmless, then in addition to its other damages, HDC shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by HDC to ISD #709 shall be deemed to have been given by depositing the same in writing in the United States Mail to: ISD 709, Duluth Public Schools, Attn: Anthony Bonds,

Assistant Superintendent, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by ISD #709 to HDC shall be deemed to have been given by depositing the same in writing in the United States Mail to: Human Development Center, Attn: Ben Hatfield, CEO, 1401 E. 1st Street, Duluth, MN 55805.

Assignment. HDC shall not in any way assign or transfer any of its rights, interests, or obligations under this MOU in any way whatsoever without the prior written approval of ISD #709.

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

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

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

Data Practices. HDC 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 MOU.

Conflict of Interest and Fiduciary Duty: All contractors doing business with ISD #709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on ISD #709's website.

Mutual Consent to Collaboration: HDC and ISD #709 agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals, and consistently communicate with one another to take additional steps needed to implement this MOU and accomplish the goals of School Linked Mental Health Services.

Agreed to as entered into below:

HUMAN DEVELOPMENT CENTER

Signed: _____ **Date:** 08-17-2022

Name: Ben Hatfield **Title:** Chief Executive Officer

DULUTH PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT #709

Signed: _____ **Date:** 8/17/22

Name: Simone Zunich **Title:** Executive Director of Finance & Business Services

Merchant Account Program

Hello,

Thank you for choosing Booster to serve your school. We are excited to get started! This Merchant Account Program Agreement, by and between Booster and [Homecroft Elementary], effective as of [8/26/22] (this "Agreement") governs your use of the Service as further set forth and defined herein.

You have chosen to allow your supporters to pay via credit card payments and have those payments routed through the Booster merchant account (the "Service"). This Service, provided by Booster, is specifically reserved for school partners who, for various reasons, have current restrictions in place prohibiting credit card payments from being deposited directly into their bank account. Booster has agreed to receive the credit card payments on your behalf and settle amounts due at the end of the collections process. You remain solely and primarily liable for ensuring that you obtain all consents necessary to enable Booster to process such payments on your behalf and you shall defend, indemnify and hold harmless Booster from and against any claim resulting from your failure to obtain such consent necessary for Booster's payment processing.

All funds collected on your school's behalf are segregated from the main operating funds of Booster Enterprises, Inc. via a separate bank account held with a separate banking institution (currently, Bank of America) from Booster's main operating account (currently, IberiaBank) in accordance with applicable laws. You understand and agree that your use of the Service may be subject to certain terms and conditions of the separate banking institution or main operating account utilized by Booster. Booster's banking institution or main operating account may be changed at any time in Booster's sole discretion without notice to you. The sole purpose of this bank account is to house and disburse credit card donations collected on behalf of schools. All donations collected on behalf of the school are considered donations "for the use of" the school as defined in IRS Publication 526 and this form serves as the legal arrangement between Booster and the school.

At the conclusion of your program, the collections process will begin:

- You (School) will collect and retain all cash and check donations
- We (Booster) will collect and retain all credit card donations on your behalf.

You have 2 options to receive your portion of the Booster collected funds, which you shall provide in writing to Booster:

1. As each count is completed
2. At the end of the count process

Throughout the count process, your Client Care Consultant (C3) will ensure the amount due to both parties is accurate and kept in an organized manner given that the collected funds are held by two different parties.

When the home office sends a check to your school, we will subtract the amount we are owed from the check amount.

We take reasonable efforts to ensure that checks are sent out within 2 days of request from the C3. Your check may take up to 2 weeks to reach your school based on USPS timing.

You acknowledge and agree that Booster may terminate the Service at any time upon written notice to you.

The Service is provided on a strictly "as-is" basis, with all faults and Booster hereby disclaims any and all warranties relating thereto, whether express or implied, including without limitation, those implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Except where prohibited by law, Booster's total, aggregate liability arising hereunder shall be limited to the fees actually collected by Booster in the three (3) months immediately preceding the event giving rise to such claim, and under no circumstances shall Booster be liable for any indirect, consequential, incidental or punitive damages.

Merchant Account Program

The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than you any right or remedy under or by reason of this Agreement. All notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. Amendments and modifications to this Agreement will be effective only if written and signed by duly authorized representatives of both parties. The parties may execute this Agreement in counterparts, and each part when executed and combined with the other that is executed shall form the entire agreement. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to any conflict of law principles. The parties hereto are independent contractors of one another and nothing herein shall be construed to create any agency, partnership, joint venture or employment relationship between the parties hereto.

If you have any concerns or questions during this process please don't hesitate to reach out. We are here to help!

As part of your acknowledgement of the information above, please sign and date below:

Thank you for partnering with Booster!

Homecroft Elementary School
School Name

Simone Zunich
Representative Name (printed)

Simone Zunich
Representative Name (signature)

8/26/22
Date

Booster Enterprises, Inc.

Adam Ridenour, VP of Finance
Representative Name (printed)

Representative Name (signature)

7/26/2022
Date

Revenue Contracts Signed
August 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**
Harbor City International	$25,000.00*	Child Nutrition	DPS will provide vended meals to Harbor City International students for 2022-2023 school year

School Nutrition Programs Renewal of Contract for Vended Meals School Year 2022-23

Upon mutual agreement of the School Nutrition Programs (SNP) school food authority (SFA) and the Vendor, a SNP Contract for Vended Meals may be renewed for subsequent one-year terms after the original contract. Program regulations (7 CFR 210.16) allow a contract to be renewed up to four times (total of five years). State law for public schools (Minnesota Statutes section 123B.52) allows an SNP Contract for Vended Meals to follow the federal rule for up to four renewals if federal program requirements are met.

This template must be used for contract renewal, without change to any provisions except for inserting required information. No material changes may be made to the original contract.

1. **Definitions**

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for SNP reimbursements.

SFA: Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number: 1000005678

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth Public Schools

"Original contract" refers to the first year of the contract, which started on 9/1/2021

2. **Renewal of Contract**

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. The contract may be renewed a maximum of four times (a total of five years including the original contract).

This is the 2nd year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 9/1/22 End Date for Renewed Contract: 6/15/2023.

3. **Adjustments to Contract**

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract.

a. Financial Terms

SFA will pay the fixed meal prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices. For each meal service, the table below shows the 2021-22 meal price, the mutually agreed percentage increase, and the 2022-23 meal price (rounded to the nearest whole cent). **The percentage increase may not exceed 7.7 percent** (the increase in the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2021.)

SFA and Vendor mutually agree to the 2022-23 meal prices shown below:

Meal Type	2021-22 Price	Percentage Increase	2022-23 Price
Unitized Lunch	$ 3.33	2.5 %	$ 3.41
n/a	$	____ %	$
n/a	$	____ %	$

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here: _____

4. USDA Foods

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.
SFA confirms that it has fully received credits for USDA Foods for school year 2021-22 or at a minimum for school year 2020-21 before renewing the contract for 2022-23, as documented on the Reconciliation of Credits for USDA Foods form or other documentation.

5. Termination

SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

6. Vendor Certification Statements

Total estimated contract payments during the renewal year are: $ 25,000 00

Check one:

✓ The contract amount is expected to be less than $100,000. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.

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

SIGNATURES

SFA Name: Harbor City International School

Name of SFA's Authorized Representative: Tim Tydlacka

Title: Executive Director

Signature of Authorized Representative: [signature]

Date: 8/30/22

SFA Contact: Michael Furchert

Title: Foodservice Manager

Phone: 218-722-7574

Email: mfurchert@harborcityschool.org

Vendor Name: Duluth Public Schools

Name of Vendor's Authorized Representative: Simone Zunich

Title: Director of Finance & Business Services

Signature of Authorized Representative: [signature]

Date: 8/31/22

Vendor Contact: Sheila Oak, DTR

Title: Food Service Director

Phone: 218-336-8707

Email: Sheila.oak@isd709.org

Grant Applications
August 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	Jen Jaros – ECFE Coordinator	Child Care Mentoring Project	$5,000	To provide SEL mentorship to local child care providers.

ISD 709
DULUTH PUBLIC SCHOOLS
SEP 20 2022
APPROVED BY
THE SCHOOL BOARD

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 20, 2022 at 6:00 PM in the Media Center at East High School, 301 N 40th Avenue East, and will receive input from the public on the proposed certified levy for 2022 payable in 2023.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2022 payable 2023 at the maximum amount.

Resolution B-9-22-3915 September 20, 2022

Minnesota Department of Education
Levy Limitation and Certification Report
2022 Payable 2023

District Number-Type: 0709-01
District Name: Duluth Public School District
Home County: Saint Louis

Date Printed: 9/20/22
Limits Updated: 9/19/22
Proposed Submitted: 9/20/22

	LIMIT	PROPOSED
SUBTOTALS BY LEVY CATEGORY		
GENERAL - RMV VOTER - JOBZ EXEMPT		
GENERAL - RMV OTHER - JOBZ EXEMPT		
GENERAL - NTC VOTER - JOBZ EXEMPT		
GENERAL - NTC OTHER - JOBZ EXEMPT		
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT		
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT		
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT		
OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT		
OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT		
SUBTOTALS BY FUND		
GENERAL FUND		
COMMUNITY SERVICES FUND		
GENERAL DEBT SERVICE FUND		
OPEB/PENSION DEBT SERVICE FUND		
SUBTOTALS BY TAX BASE		
REFERENDUM MARKET VALUE		
NET TAX CAPACITY		
SUBTOTALS BY TRUTH IN TAXATION CATEGORY		
VOTER APPROVED		
OTHER		
TOTAL LEVY		
TOTAL LEVY		

The School Board has voted to certify the MAXIMUM levy authority.

After October 1st, the county auditor should consult the Minnesota Department of Education (MDE) website for the district's current levy limitation and use this amount for the Truth in Taxation notices.

If there is a change to the district's levy limitation after October 1st, the county will be notified by MDE via email. Before finalizing tax computations for the Truth in Taxation notices, counties should double check the MDE website to be sure no changes have been made to the district's levy limitation that the county is not already aware of through this email process.

The school district must submit the completed original of this form to the home county auditor by September 30, 2022. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 400 NE Stinson Blvd., Minneapolis, MN 55413, by October 7, 2022.

The certified levy listed above is the levy voted by the school board for taxes payable in 2023.

Signature of School Board Clerk

Date of Certification 9-20-22

ISD 709
DULUTH PUBLIC SCHOOLS
SEP 20 2022
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
East HS	Lake Superior College Manufacturing Quality Lab - downtown location	$700.00	Only used to train students on proper inspection procedures	This is part of meeting the requirements of my advisory board, and training students on proper inspection methods. This will help articulate more credit in the Machining classes for our students.
East HS	Greyhound Volleyball Booster Club	$1,349.00	For HUDL athletic stats analysis subscription	
Denfeld HS	Jason Crane	In-Kind		Denfeld High School needed professional desks for employees. Crane donated a six-drawer mahogany desk.
Stowe ES	Amy Rahja	In-Kind		Donated pencils for classroom teachers.
Stowe ES	Lewy Smith	In-Kind		

ISD 709
DULUTH PUBLIC SCHOOLS
SEP 20 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
Northland Foundation	Jennifer Jaros ECFE Coordinator	DW	$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.