Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 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** **3**
6. **FY22 Audit Presentation** **4**
7. **Public Comment**
8. **Reading Communications, Petitions, Etc.** **17**
9. **Report of the Superintendent**
    A. Reports from Student School Board Representatives
    B. Superintendent's Report 18
    C. Schedule of Meetings and Events 27
10. **Report of Standing Committees**
    A. Committee of the Whole
        1) Monthly Committee of the Whole *(December 6, 2022)* 28
    B. Human Resources/Business Services Committee *(December 13, 2022)* 87
    C. Policy Committee *(December 6, 2022)* 339
11. **General Board Committee Updates**
12. **Consent Agenda** **385**
13. **Resolutions from Committee Reports**
    A. B-12-22-3925 - Certified Tax Levy 2022 Payable 2023 787
    B. B-12-22-3926 - Resolution Reestablishing Precincts and Polling Places for the Duluth Public School District in 2023 820
    C. B-12-22-3927 - Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the Intersection of E. Superior St. and Congdon Park Dr. in the City of Duluth 822
    D. B-12-22-3928 - Authorized Bank Account Signer 823
    E. B-12-22-3929 - Acceptance of Donations to Duluth Public Schools 824
    F. B-12-22-3930 - Acceptance of Grant Awards to Duluth Public Schools 826
    G. B-12-22-3931 Establishing Combined Polling Places for the Duluth Public School District - FAILED 827
14. **Special Resolutions and Action Items**
    A. SP-12-22-3924 Board Member Attendance at 2023 MSBA Leadership Conference 829
    B. Approval of FY22 Audit 830

C. HR-12-22-3932 Firemen and Oilers Employees Bargaining Agreement 925

15. **Questions / Other**

A. MSBA Recognition of School Board Member Sadowski and Clerk Oswald 957

16. **Adjournment**

Dear School Board members,

Tonight we recognize Duluth East on becoming a Unified Champion School.

Unified Champion Schools is a program that aims to engage students with and without intellectual disabilities in Inclusive Student Leadership, Unified Sports and Whole School Engagement activities designed to create a school community that fosters respect and dignity for all.

The vision of Unified Schools is to activate youth, engage educators, and promote acceptance and inclusion in school communities. Over 200 schools in the state are officially Unified Champion Schools with another 100+ engaging in Unified programming on some level.

Shannon Murray, the Unified Schools coordinator for Northern Minnesota had this to say about Duluth East:

“We are so excited to have Duluth East join Unified! The students, staff and admin have jumped right in with so much enthusiasm and energy for spreading inclusion in their school and beyond. East hosted the first Duluth area Unified Track & Field Invitational last spring just a few weeks after joining Unified and this fall piloted a fun Unified Flag Football match-up with Cloquet during the varsity football game half-time. This idea has since been picked up by other Unified Schools.”

I had the pleasure of attending the track and field invitation and the varsity football half-time game, and what I saw was students having fun and enjoying themselves. Everyone of those students had a big smile on their faces.

So we want to recognize those who have stepped up at Duluth East to make sure these special education students feel welcomed and included.

Independent School District No. 709
Audit Presentation
Year Ended June 30, 2022
Wipfli LLP

WIPFLi LLP
CPAs and Consultants

Auditor Responsibility

- Issue an opinion on the basic financial statements
- Report on compliance and internal controls over financial reporting
- Report on compliance and internal controls over federal programs – Uniform Guidance
- Report on compliance with Minnesota statutes tested

Auditor Results

- Unmodified opinion on the basic financial statements
- Internal controls findings over financial reporting (Material Weaknesses)
  - Audit adjustments/Reconciliation of Significant Accounts
  - Financial Statement Presentation and Disclosure
- No compliance or internal controls finding over federal programs
- No noncompliance with Minnesota statutes tested

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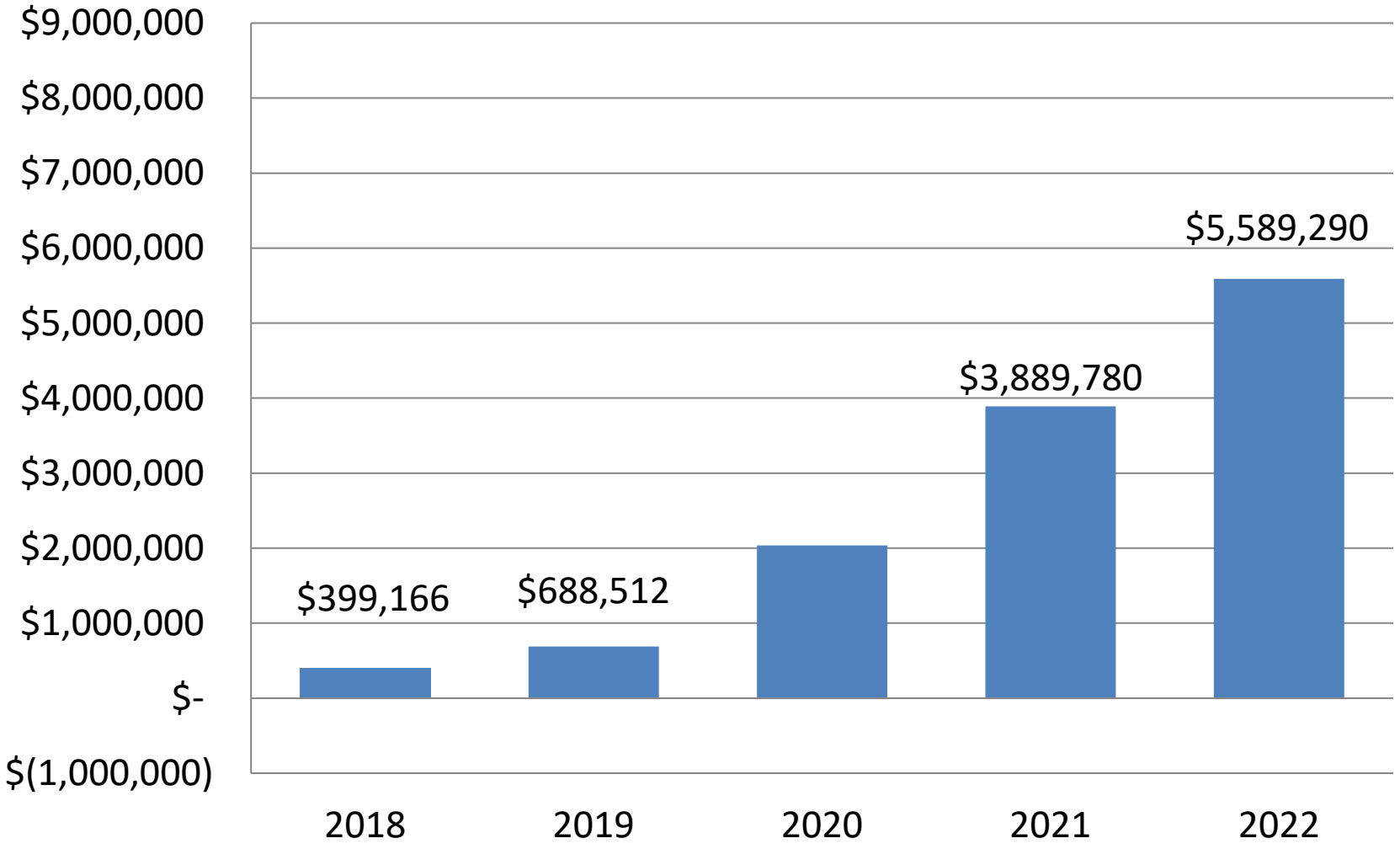
General Fund - Unassigned Balance



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General Fund – Fund Balances

	June 30, 2021	Change	June 30, 2022
Nonspendable			
Inventory	$ 26,473	(2,180)	$ 24,293
Prepayments	387,489	(387,489)	-
Restricted for:			
Student activities	325,387	38,159	363,546
Staff development	313,515	-	313,515
Teacher development & evaluation	16,729	-	16,729
Safe schools - crime levy	419,672	47,692	467,364
Operating capital	1,388,162	449,658	1,837,820
Basic skills	222,148	550,904	773,052
ALC	143,573	(132,206)	11,367
LTFM	1,993,595	(439,712)	1,553,883
Medical assistance	457,282	114,088	571,370
Assigned			
Textbooks	1,960,610	-	1,960,610
Equipment	1,059,000	-	1,059,000
Severance - insurance premiums	4,100,000	-	4,100,000
Instructional equipment	1,573,359	-	1,573,359
Special programs	510,000	-	510,000
Student activities	887,350	-	887,350
Unassigned	3,889,780	1,699,510	5,589,290
Total	$ 19,674,124	$ 1,938,424	$ 21,612,548

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Overview of General Fund Variances from Budget to Actual

Explanation:

Revenue over budget due to ESSER funding and spending other state and federal aid budgets.

Expenditures over budget due to ESSER spending and capital projects that were put off in the prior fiscal year.

General Fund
Results of Operation

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$ 124,632,512	$ 125,103,441	$ 470,929
Total revenue	124,632,512	125,103,441	
Expenditures	127,252,446	127,704,843	452,397
Total expenditures	127,252,446	127,704,843	
Excess (deficiency) of revenues over expenditures	(2,619,934)	(2,601,402)	18,532
Other financing sources			
Transfers in	2,672,334	-	(2,672,334)
Transfers out	-	(229,833)	(229,833)
Sale of capital assets		2,857,686	2,857,686
Proceeds from leases	-	1,911,973	1,911,973
Net change in fund balance	$ 52,400	1,938,424	$ 1,886,024
Fund balance, June 30, 2021		19,674,124	
Fund balance, June 30, 2022		$ 21,612,548	

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Food Service Fund

Results of Operation and Fund Balances

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$ 3,945,850	$ 5,164,660	$ 1,218,810
Expenditures	4,243,340	4,151,190	(92,150)
Net change in fund balance	$ (297,490)	1,013,470	$ 1,126,660
Fund balance, June 30, 2021		1,054,047	
Fund balance, June 30, 2022		$ 2,067,517	

Fund Balance	
Nonspendable	
Inventory	$ 128,223
Restricted	1,939,294
Total	$ 2,067,517

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Community Service Fund

Results of Operation and Fund Balances

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$ 8,175,808	$ 8,588,520	$ 412,712
Expenditures	8,608,621	8,187,581	421,040
Net change in fund balance	$ (432,813)	400,939	$ 833,752
Fund balance, June 30, 2021		1,424,581	
Fund balance, June 30, 2022		$ 1,825,520	

Fund Balance	
Restricted	
Community education	$ 1,488,219
Community service	-
Early childhood family education	104,934
Adult basic education	242,342
School readiness	43,105
Unassigned	(53,080)
Total	$ 1,825,520

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Capital Projects Fund

Results of Operation and Fund Balance

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$	$ 72,531	$ 72,531
Expenditures	3,719,600	12,807,853	9,088,253
Excess (deficiency) of revenues over expenditures	$ (3,719,600)	(12,735,322)	$ 9,160,784
Issuance of bonds		41,532,602	41,532,602
Premium on issuance		159,849	159,849
Lease		2,970,156	2,970,156
Transfer in		229,833	229,833
Net change in fund balance	$ (3,719,600)	32,157,118	$ 54,053,224
Fund balance, June 30, 2021		(1,631,014)	
Fund balance, June 30, 2022		$ 30,526,104	
Fund Balancves			
Restricted			
Projects funded by COP		$ 30,526,104	
Total		$ 30,526,104	

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Debt Service Fund

Results of Operation and Fund Balance

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$ 22,660,834	$ 25,069,332	$ 2,408,498
Expenditures	23,166,651	25,062,402	(1,895,751)
Excess (deficiency) of revenues over expenditures	(505,817)	6,930	512,747
Net change in fund balance	$ (505,817)	6,930	$ 512,747
Fund balance, June 30, 2021		4,488,751	
Fund balance, June 30, 2022		$ 4,495,681	

Fund Balancves	
Restricted	
Bond refunding	16,432
Debt service	4,479,249
Total	$ 4,495,681

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Outstanding Debt

G.O. Bonds	Balance 06/30/21	New Debt	Refunded	Principal Paid	Balance 06/30/22
$44,320,000 G.O. Refunding Bonds, Series 2015B	$ 32,510,000			$ 4,075,000	$ 28,435,000
$31,497,602 G.O. Capital Appreciation Bonds, Series 2021C		31,497,602.00			31,497,602
$10,035,000 G.O. Facilities Maintenance Bonds, Series 2021D		10,035,000.00			10,035,000
$3,640,000 G.O. Taxable Facilities Maintenance Bonds, Series 2017A	755,000			755,000	
$615,000 G.O. Taxable Capital Facilities Bonds, Series 2017B	125,000			125,000	
Total G.O. Bonds	33,390,000	41,532,602		4,955,000	69,967,602
Certificates of Participation					
$82,605,000 Certificates of Participation, Series 2016A	56,580,000			6,330,000	50,250,000
$41,715,000 Full Term Refunding Certificates of Participation, Series 2019B	33,925,000			3,860,000	30,065,000
$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C	2,160,000			265,000	1,895,000
$18,385,000 Full Term Refunding Certificates of Participation, Series 2021A	18,385,000			1,570,000	16,815,000
$5,070,000 Refunding Certificates of Participation, Series 2021B	5,070,000			490,000	4,580,000
$24,130,000 Refunding Certificates of Participation, Series 2019A	21,605,000			1,220,000	20,385,000
Total Certificates of Participation	137,725,000			13,735,000	123,990,000
Total Debt Outstanding	$ 171,115,000	$ 41,532,602	$ -	$ 18,690,000	$ 193,957,602

Thank you for your time

WIPFLi LLP

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November 11, 2022

Jill Lofald, School Board Chair
Duluth Public Schools
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811

RECEIVED
NOV 17 2022
Office of the Superintendent

Dear Ms. Lofald,

The Denfeld Historical Organ Restoration and Preservation Alliance is a non-profit corporation organized under the laws of the state of Minnesota and is recognized as a tax-exempt organization under section 501(c)3 of the Internal Revenue Code. DHORPA was formed to complete the restoration of the George Kilgen and Sons hybrid classical pipe organ installed in the Denfeld High School Auditorium. For the past year DHORPA's Board of Directors and advisors has laid groundwork to make this one-of-a-kind instrument sing again. We have registered the organ's historic value with the Organ Historical Society and are presently working with the Minnesota Historical Society to help fund a Conservation Assessment, Condition Report, Treatment Plan, and Total Restoration Cost Estimate. Once this assessment and cost estimate are complete, DHORPA will seek bids from reputable organ builders for the complete project. We are also working on plans for a major capital campaign to include individual donors, local businesses, foundations, and corporations.

The George Kilgen and Sons organ is important to Duluth, the surrounding area, and the state of Minnesota as one of only two pipe organs installed in Minnesota high schools, Denfeld and Hibbing. Our board and advisors include a professional organ builder, a professor of organ, local organists, educators, professional grant writers and fundraisers, a legal advisor, Denfeld staff and others from the community, including many Denfeld graduates. Our brochure is Included with this letter listing the board members and advisors, DHORPA's mission statement, a brief history of the organ, and a funding appeal.

DHORPA's goal is to have the organ completely restored in time for the 100th anniversary of the 1927 organ installation and dedication concert. It is also the goal of the Denfeld Historic Organ Restoration and Preservation Alliance to use this instrument to bring hope and vision to the entire community of Duluth, and the surrounding communities and beyond. This one-of-a-kind instrument will provide musical performances by students and professionals alike as well as provide another local resource for individual student lessons. Other areas of learning will include design, physics and engineering, electrical work and carpentry, metal work, and provide an example of fine hand craftsmanship.

DHORPA requests that the Duluth School District and School Board formally recognize DHORPA as the legal and responsible entity for the Denfeld Auditorium George Kilgen and Sons pipe organ, its complete restoration, security, and its continued preservation and maintenance.

Sincerely,

Carol M. Donahue, Chair
Denfeld Historic Organ
Restoration & Preservation Alliance
P. O. Box #7046
Duluth, Minnesota 55807
email: mpcmdonahue@msn.com
Phone: (218) 879-3456
Cell: (218) 310-2504

Cc: Duluth Schools Superintendent John Magas, Denfeld Principal Tom Tusken, Steve Overom, DHORPA legal advisor

Superintendent's Report

Regular Board Meeting

December 20, 2022

ISD 709 Duluth Public Schools

Tonight's Topics

- Student Representatives' Reports
- Strategic Planning Update
- Elementary and Secondary Scheduling Updates
- Community and Schools Outreach Update

ISD 709 Duluth Public Schools

Strategic Planning Update

ISD 709 Duluth Public Schools

Strategic Planning Updates

Our strategic planning team met on November 16th to:

- Review / refine Desired Daily Experiences
- Review / refine Theory of Actions
- Continue developing the Vision Card
- Develop draft 3-Year Operational Plan

The team will meet again on January 4th to:

- Finalize the draft of District Vision Card
- Final draft of District 3 Year Operational Plan
- Key Messages

ISD 709 Duluth Public Schools

Strategic Planning Updates

Our board will meet in a work session on January 26th to :

- Develop/refine the District Mission, Core Values, and Vision, with the Strategic Directions of the Operational Plan

- Develop the details of the key work of the School Board in parallel to the District 3 Year Operational Plan, such as 1) District policy development, 2) Operational Oversight and long-range planning, 3) Board Self-Governance and Development, 4) Superintendent Relations and Development, and 5) Public Engagement.

ISD 709 Duluth Public Schools

Secondary and Elementary Scheduling Updates

ISD 709 Duluth Public Schools

Secondary and Elementary Scheduling Updates

As you know, two committee of dedicated educators have been working on elementary and secondary scheduling options. Currently, we have paused on making a change in the secondary schedule for the 2023-24 school year and are continuing to pursue possible changes in the elementary eight day rotation. We will keep the board abreast of any new developments as they occur.

ISD 709 Duluth Public Schools

Community and Schools Outreach

ISD 709 Duluth Public Schools

School and Community Outreach

One of my main goals for this year is to increase my time in schools and in the community to foster deeper relationships. I have been spending much more time on a weekly basis in our schools and also started our Education After Hours Sessions. These sessions are being held in a wide variety of community centers and also focus on intentional inclusivity of historically underrepresented voices.

Since our last meeting, we held the following sessions:
11/21 Portman Community Center
12/05 Harrison Community Center
12/19 Lafayette Community Center

Prior to our next meeting, we will hold the following sessions:
1/12 Homecroft Elementary is currently scheduled but needs to be changed for the MSBA State Conference.

ISD 709 Duluth Public Schools

ISD 709 Duluth Public Schools

Schedule of Meetings and Events

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

Regular School Board meetings will be held at 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 December 19 - December 23, 2022

Tuesday *Member Oswald will be participating remotely from 615 N. 56th Ave. W., Duluth, MN*	December 20, 2022	6:00 p.m.	Truth in Taxation Public Hearing Duluth East High School Media Center 301 N. 40th Ave. E.
Tuesday *Member Oswald will be participating remotely from 615 N. 56th Ave. W., Duluth, MN*	December 20, 2022	6:30 p.m. (or to follow the Truth in Taxation Hearing)	Regular School Board Meeting* Duluth East High School Media Center 301 N. 40th Ave. E.
Thursday *Member Oswald will be participating remotely from 615 N. 56th Ave. W., Duluth, MN*	December 22, 2022	12:00 p.m.	School Board Work Session Legislative Platform UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108

Week of December 26 - December 30, 2022

No meetings scheduled

Week of January 2 - January 6, 2023

Tuesday	January 3, 2023	4:30 p.m.	Annual Organizational Meeting UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108
Thursday	January 5, 2023	3:30 p.m.	Policy Committee Meeting UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108
Thursday	January 5, 2023	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
December 16, 2022

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 6, 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. Duluth Public Schools Planning for our Operational Future 29
         Managing Director Baird Public Finance, Michael Hoheisel
       - c. District Legislature Platform 58
   - C. Other - None
4. **ADJOURN**

Duluth Public Schools

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Classroom To Boardroom

Comprehensive Strategic Planning

School Board Meeting Update
December 6, 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
- Share key next steps and timeline
- Strategic Roadmap
- Questions

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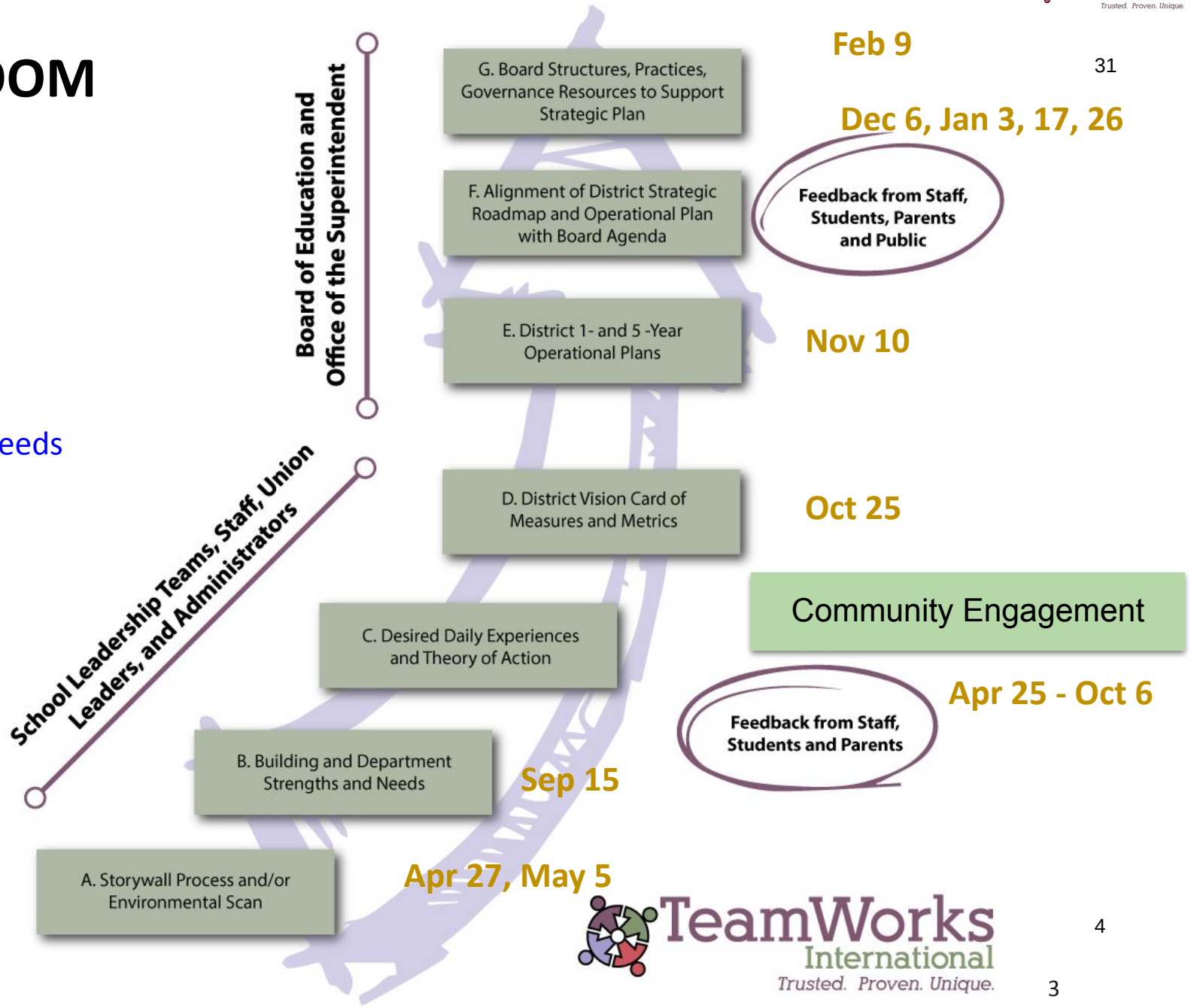
CLASSROOM TO BOARDROOM STRATEGIC PLANNING PROCESS

- 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



Additional Dates and Sessions

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

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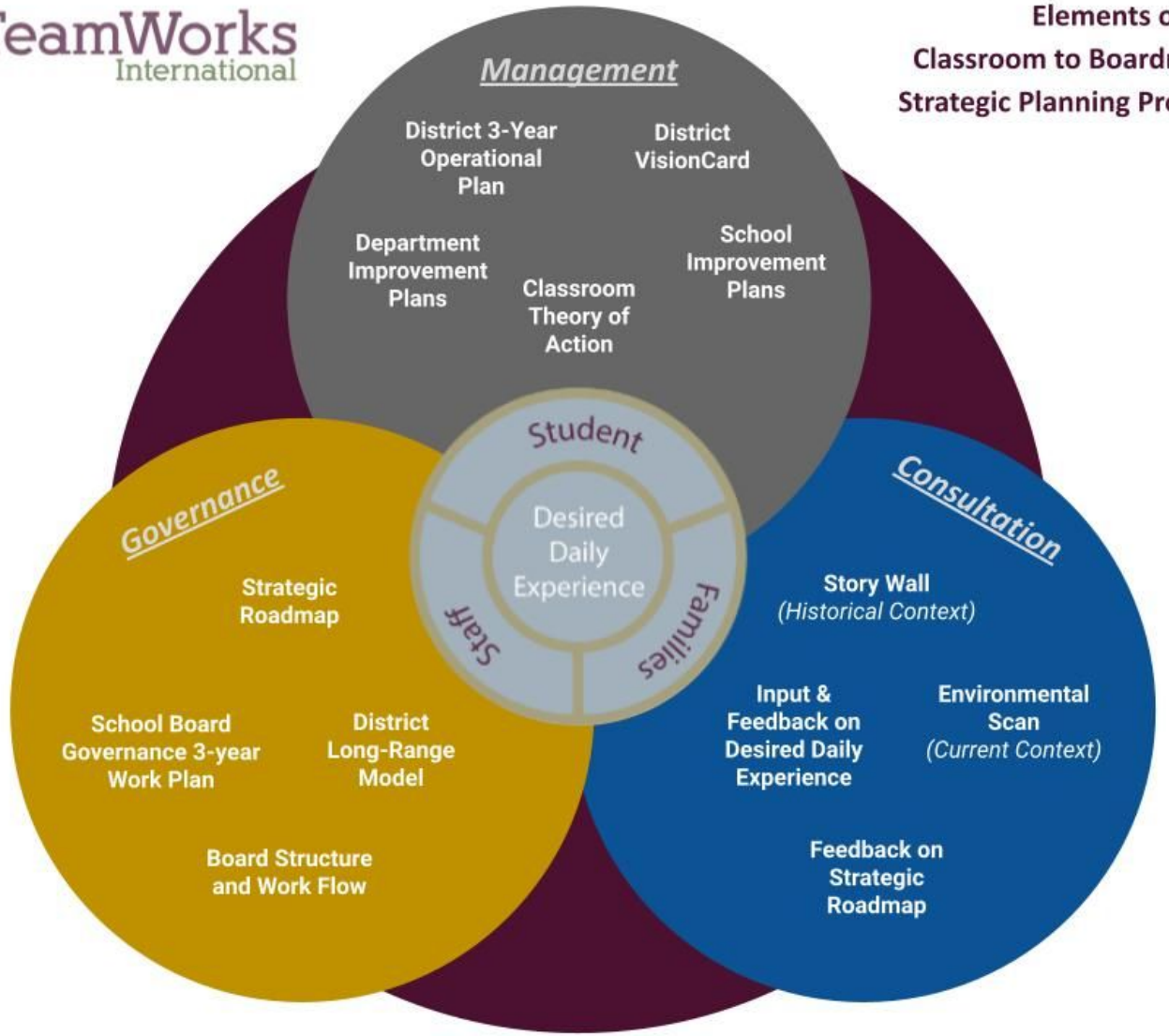
Elements of the Classroom to Boardroom Strategic Planning Process



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

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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

I am accepted, cared for, and respected regardless of the color of my skin, how I identify or my beliefs.

- I have multiple options for courses including “real life” classes and extracurricular activities.
- Staff and teachers keep me safe, believe I can succeed, hear my voice, and support me.

I enjoy school, have fun, and feel like I belong.

- I feel connected to my classmates and the staff.
- My school meals have a variety of options and I am given enough time to eat and socialize.
- I have access to physical and mental health support at school.
- I know what is expected from me and know that I am treated fairly if I make a mistake.
- Important information is shared and is accessible to me.

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Draft Desired Daily Experiences - Families

My child's school values equity, diversity and inclusivity.

- My child feels welcomed, seen, heard, engaged and happy at school.
- My family has a sense of belonging with the school community where we feel welcomed by school staff and other families.
- My voice is heard and I am informed through multiple communication methods.

My child's school provides relevant and engaging academic learning experiences that support multiple pathways.

- My child has equitable access to many activities before, during, and after school.
- My child has access to resources that support their mental health and social-emotional learning.
- My child has class sizes that allow for individualized attention to meet their needs.

My child is treated respectfully when they make mistakes.

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Draft Desired Daily Experiences - Staff

I am part of a diverse workforce that values relationships, teamwork, and inclusivity.

- I have systems and equitable resources to sustainably support students' academic, social-emotional/behavioral, and socio-economical needs
- We have class sizes and caseloads that allow us to reach students' individual, social-emotional/behavioral and academic needs.

I enjoy my job and find it fulfilling.

- I have dedicated and adequate time during my workday to collaborate, prepare, connect with colleagues and grow professionally.
- I have access to and the ability to use current, relevant, educational resources and technology.
- I am provided with resources to support safety at my site for all staff and/or students.
- I have quality, meaningful professional development opportunities to support my role.
- I receive clear, timely, and relevant communication.
- I am a valued voice in the decision-making process with my colleagues and administration.

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Process and Next Steps Update

- Next Session - January 4, 2023
  - Finalize Draft Desired Daily Experiences
  - Finalize District Theory of Action
  - Finalize Draft Vision Card
  - Finalize District Operational Plan

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District Strategic Roadmap

Mission, Vision, and Core Values

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Mission

Duluth Public Schools is working to inspire **every student** to achieve their potential and preparing students to lead **productive, fulfilling lives** as citizens of Duluth and the wider world.

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Mission Statement

1. **Who do you serve?**

2. **What do you specifically do for those you serve?**

3. **Why do you do what you do?**

4. **How do you do what you do?**

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Vision

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

Working together as educators, parents and citizens, we can make a difference for every student, every day.

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Vision Statement

Culture

- **If you talk with a neighbor or a parent on the sideline, what will you be saying about school district academics?**
- **What will student to student relationships be like? Student and staff? Staff and family?**
- **In three years, what will you be most proud of in our schools?**

Work

- **What will be a premier program that people will be talking about in the school district?**
- **What resources or instruction will you see in the classroom that will prove the district is serving the Desired Daily Experiences of students, staff, families?**
- **Walk through the future facilities plan for 2025 – what will make you smile?**
- **What will staff say about their work and professional development?**

Organization

- **What are 3 words that describe how the board is supporting the academic model?**
- **What will communication about academics be like between school and home?**
- **What great things will be said internally about the academic focus of the schools?**
- **What will the external community and realtors say about the school's academics?**

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Core Values

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

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Core Values

Beliefs

- Beliefs don't need proof
- Beliefs are assumptions we make about others and ourselves
- Beliefs grow from what we experience and think about
- Beliefs affect our morals

Core Values

- Values stem from our beliefs
- Values govern the way we behave
- Values are things we deem important
- Values affect behavior and character

Robyn Roste - "What's the Difference between Beliefs and Values?"

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Core Values

Accountability: *To fulfill one's roles and responsibilities and be responsive to the results.*

Adaptability: *engaging in flexible, continuous and purposeful change grounded in data*

Collaboration: *working together for common goals*

C**ollaboration:** *operating with a preference and capacity for partnership across our community*

Community: *it's about all of us, all the time*

Compassion: *to show empathy, generosity, kindness, patience and sensitivity*

Courage: f*acing challenges with hope & persistence*

Courage: *to do what is right and to support each other in courageous thought and action*

Engagement: *showing up fully present with a Mission-focus and Values-driven attitude*

Excellence: *to be our best, expect our best*

Excellence: *high expectations for all and in all we do*

Excellence: *to be inspired daily to become the very best we can be*

Excellence: A relentless and intentional effort in continuous improvement.

Expectations: *I will set a high bar for myself and others in learning, behavior, commitment to do one's best and service to others and community*

Innovation: f*inding new way to excel*

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Core Values

Integrity: *I will do the right thing…even when no one is looking*

Integrity: *by staying true to our convictions in all that we say and do even when no one is watching*

Integrity: *Doing the "right thing" at all times with honesty and authenticity*

Integrity: *Always aligning our actions with our values and beliefs.*

Kids First: *Students' diversity and needs drive decisions and actions*

Knowledge: *Skilled in accessing, navigating and using a broad array of facts and viewpoints from a global perspective*

Learning: *Continuous, meaningful, and challenging effort that results in student success.*

Partnership: *I will engage in relationships and action which empowers learning for ALL*

Partnership: *Together, we achieve more than alone*

Respect: *I will honor the uniqueness of myself and others, treating others as we wish to be treated*

Respect: *pride in who we are, accepting of our differences*

Respect: i*n thought and action for the individual, for humanity and for the global community we all share*

Responsibility: *Shared stewardship of and accountability for our words, acts, choices and results*

Responsibility: *Working together interdependently and collaboratively, learning from one another, entrusting one's self interest to another, and taking ownership for our individual and collective actions and decisions.*

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Strategic Directions

After final draft of operational plan

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- 651.336.4015
- Twitter: @queener1
- Instagram: @rqueener

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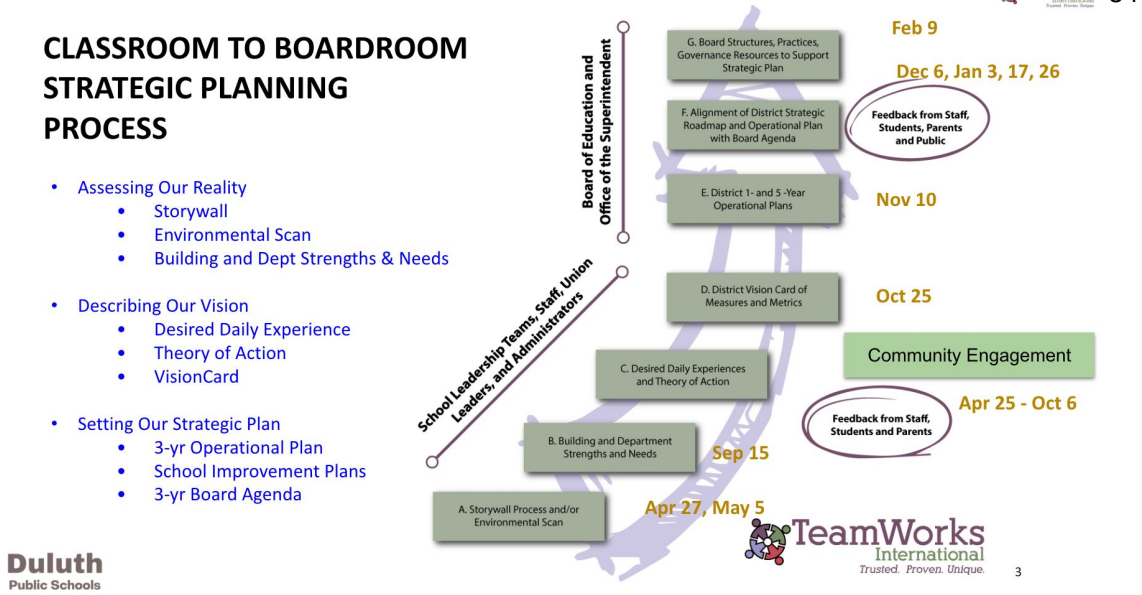

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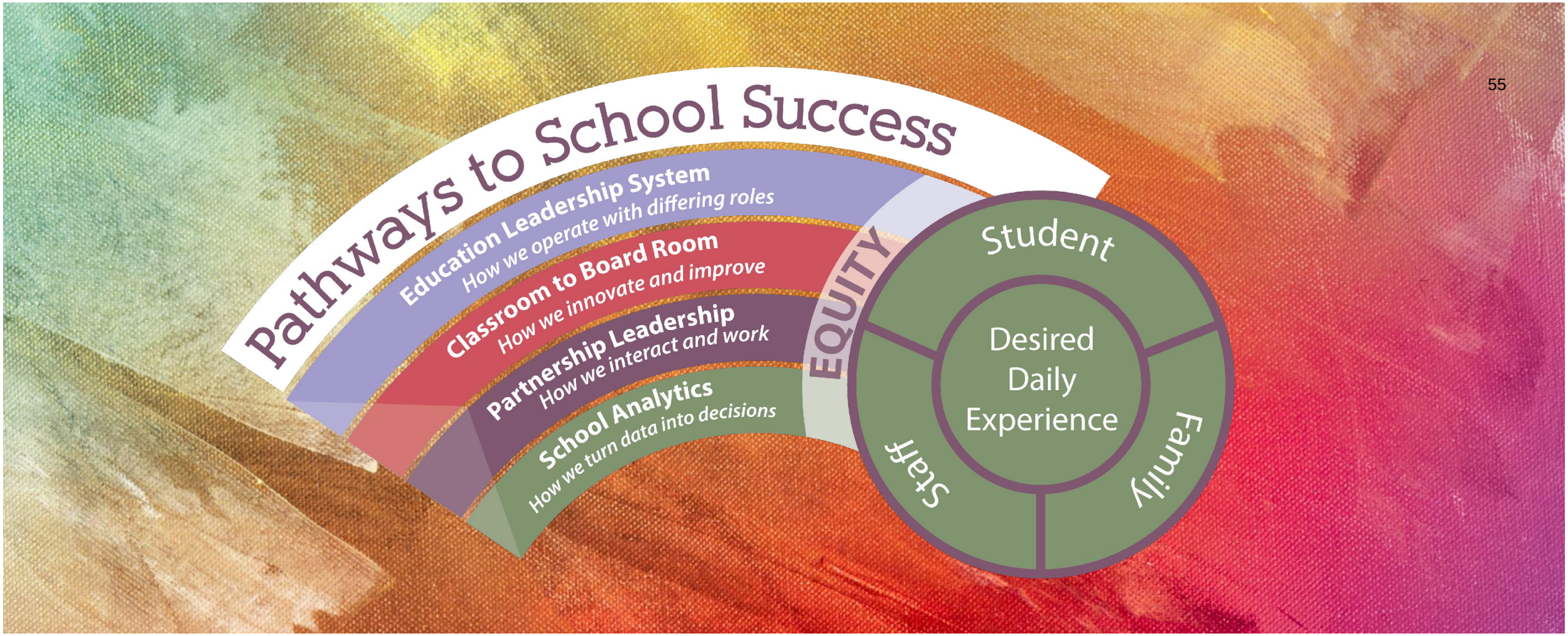


TeamWorks International

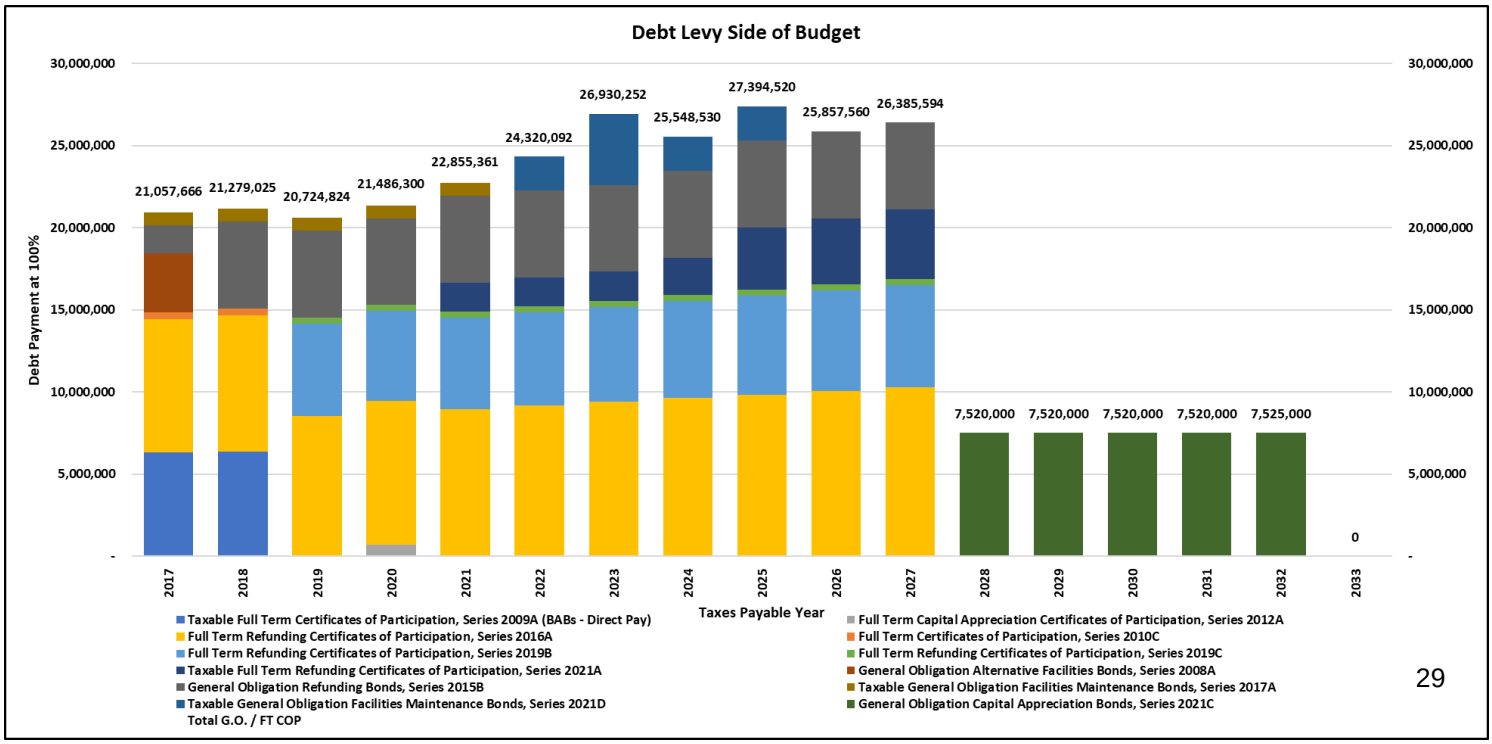
Trusted. Proven. Unique.

Committee of the Whole
December 6, 2022

ISD 709 Duluth Public Schools

Planning for our Operational Future – Focusing on the Next Ten Years
Seeking Committee Permission to Explore the Following:

- **Upcoming Operating Budget Challenges**
  1) **Personnel**
     a. ESSER funded positions
     b. Class size optimization
     c. Scheduling
        i. Elementary: eight-day rotation
        ii. Middle: art curriculum mandate
     d. Maintain & attract quality staff
  2) **Program Offerings**
     a. Review
     b. Assessment
     c. Enhancement
  3) **Technology**
     a. Provide dedicated technology funding
        i. Maintain ESSER 1:1 initiative
        ii. Replacement cycles
        iii. Future technology flexibility
- **Investigate Expenditure Efficiencies**
- **Explore Revenue Raising Funding Considerations**
  1) **Voter Approved Tax Requests**
     a. Minimize additional local tax effort
     b. Use strategic phase-in approach
     c. Maximize student benefit
  2) **Voter Approved Funding Mechanisms**
     a. Operating Referendum Levy
     b. Capital Projects Levy
     c. Taxable Technology Bond



ISD 709 DULUTH
THE NEXT 10 YEARS
FINANCIAL PLANNING DISCUSSION

PREPARED BY: MICHAEL HOHEISEL

MATT RANTAPAA

SAM HYLLE

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Duluth
Public Schools

BAIRD

AVERAGE DAILY MEMBERSHIP (ADM)

Grade	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K (total) + EC	833.29	785.96	724.76	729.81	819.79	797.02	830.04	737.24	756.32
1	652.69	704.31	647.13	636.59	602.43	644.98	641.06	588.40	614.82
2	653.92	628.66	673.36	622.13	617.88	591.03	637.68	574.16	597.78
3	650.09	630.00	606.88	662.99	624.05	597.55	572.54	597.62	590.84
4	599.45	630.27	593.91	582.37	646.85	620.48	589.52	507.84	605.84
5	611.12	581.88	605.06	586.63	570.25	621.52	619.65	540.73	516.78
6	507.52	557.25	545.60	551.39	572.48	571.29	610.70	542.05	561.90
7	633.93	526.02	555.44	567.26	579.71	584.07	589.04	581.07	593.59
8	554.58	611.60	547.75	551.08	586.18	576.26	622.87	555.74	587.95
9	639.75	681.65	694.90	647.17	668.14	707.65	697.70	695.44	658.15
10	699.47	634.01	670.54	696.38	634.02	660.50	711.16	650.09	690.45
11	636.78	674.09	602.20	619.99	664.72	609.90	646.82	672.61	638.94
12	680.42	634.81	647.49	612.03	628.87	646.91	602.23	621.11	668.29
Total ADM	**8,353.01**	**8,280.51**	**8,115.02**	**8,065.82**	**8,215.37**	**8,229.16**	**8,371.01**	**7,864.10**	**8,081.65**
Elementary ADM 1-6	3,674.79	3,732.37	3,671.94	3,642.10	3,633.94	3,646.85	3,671.15	3,350.80	3,487.96
Secondary ADM 7-12	3,844.93	3,762.18	3,718.32	3,693.91	3,761.64	3,785.29	3,869.82	3,776.06	3,837.37
Total Adjusted Pupil Units	9,122.00	9,032.95	8,858.68	8,804.60	8,967.70	8,986.22	9,144.97	8,619.31	8,849.12

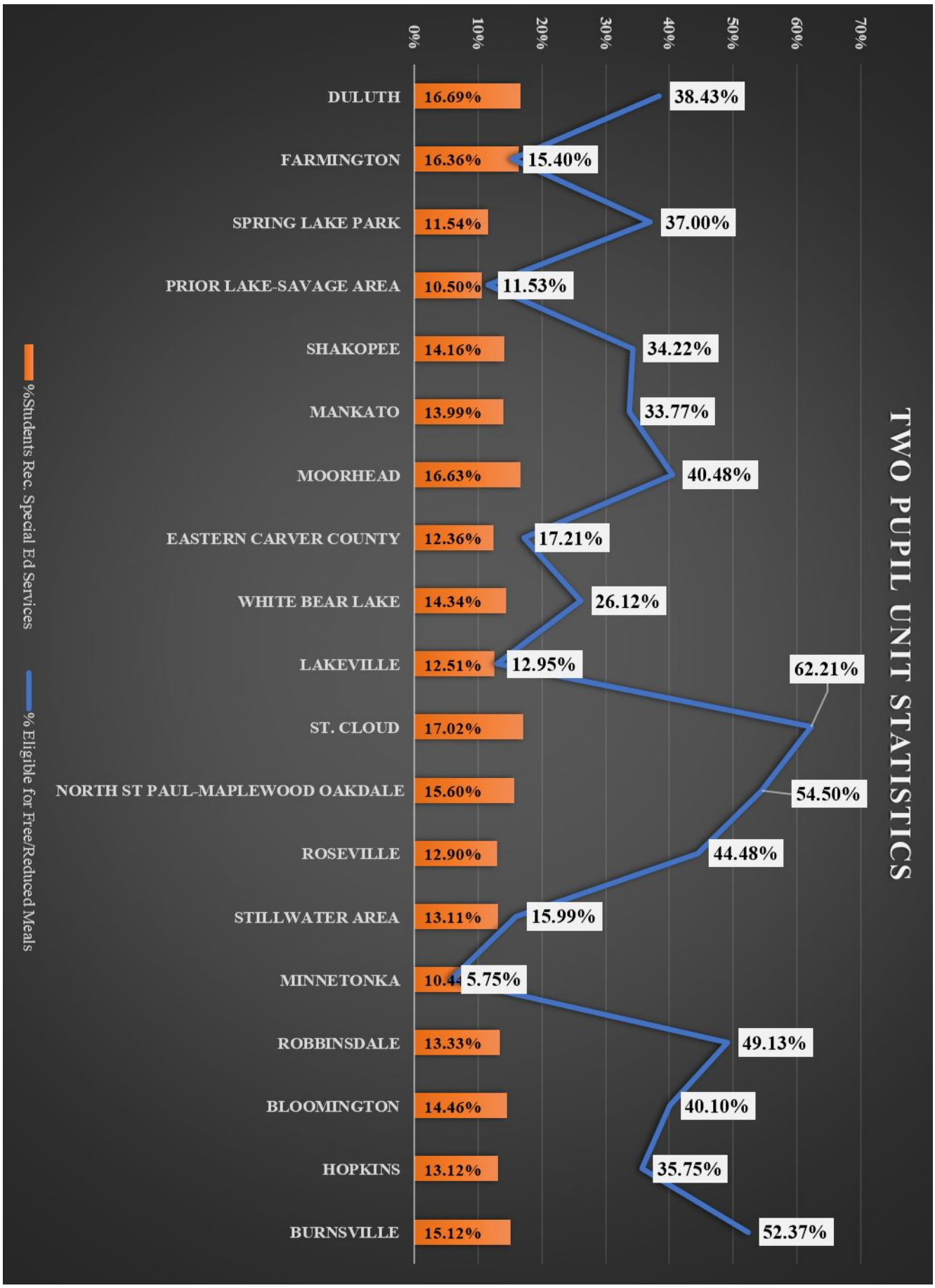
HISTORICAL ENROLLMENT INFORMATION

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
RESIDENT ADM	10,436	10,432	10,340	10,401	10,540	10,494	10,540	9,991
ENROLLMENT OPTIONS OUT TO ALL EDUCATION ENTITIES	2,205	2,270	2,359	2,486	2,492	2,422	2,343	2,301
CAPTURE RATE (% of RESIDENTS SERVED)	78.87%	78.24%	77.19%	76.10%	76.36%	76.92%	77.77%	76.98%

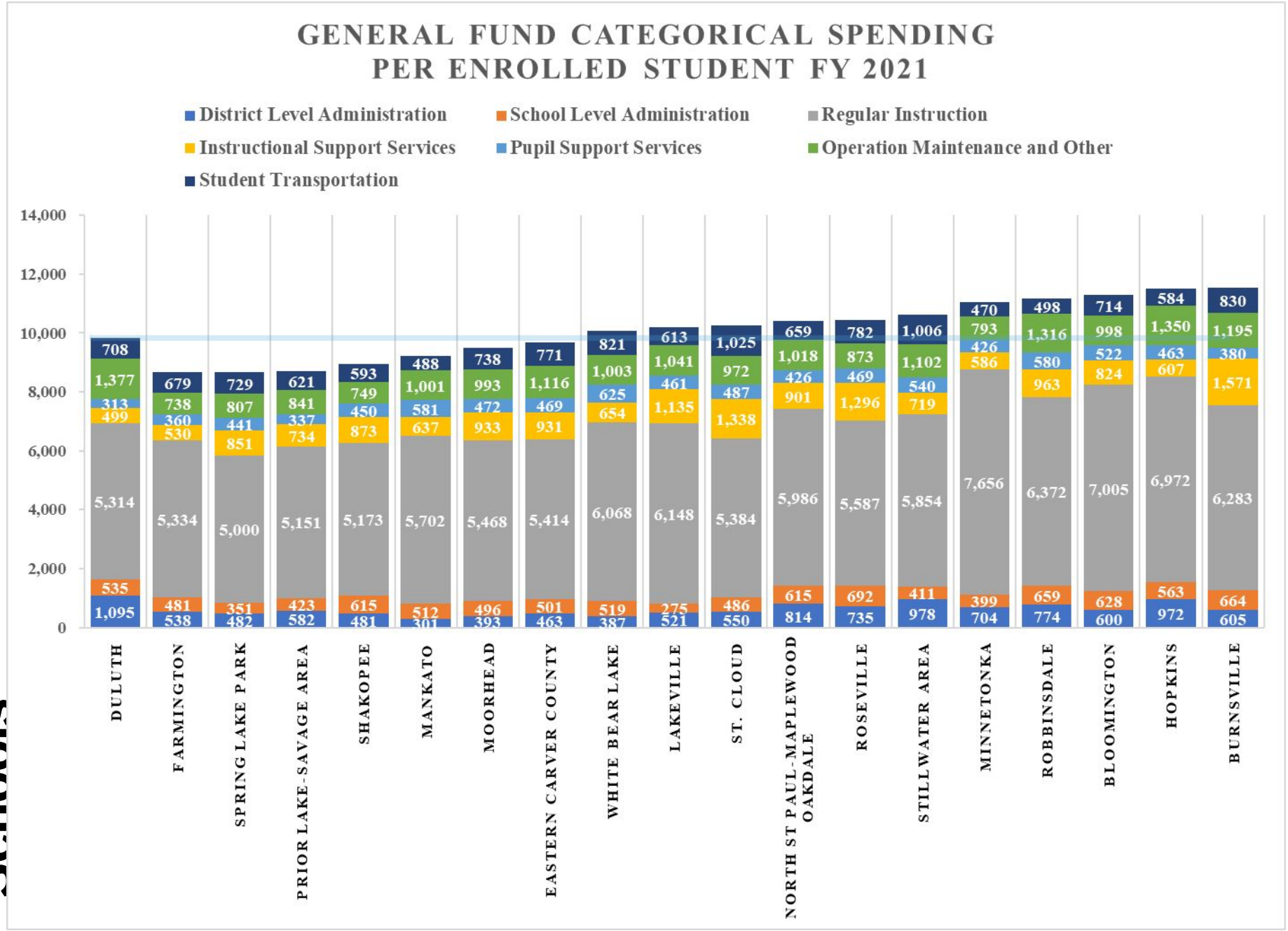
WHAT IS THE DISTRICT'S HISTORICAL CAPTURE RATE?

- Capture rate focuses solely on the number of resident students the District is educating or paying tuition for to educate within their system

MN School Districts with Similar Enrollment as Duluth Public Schools

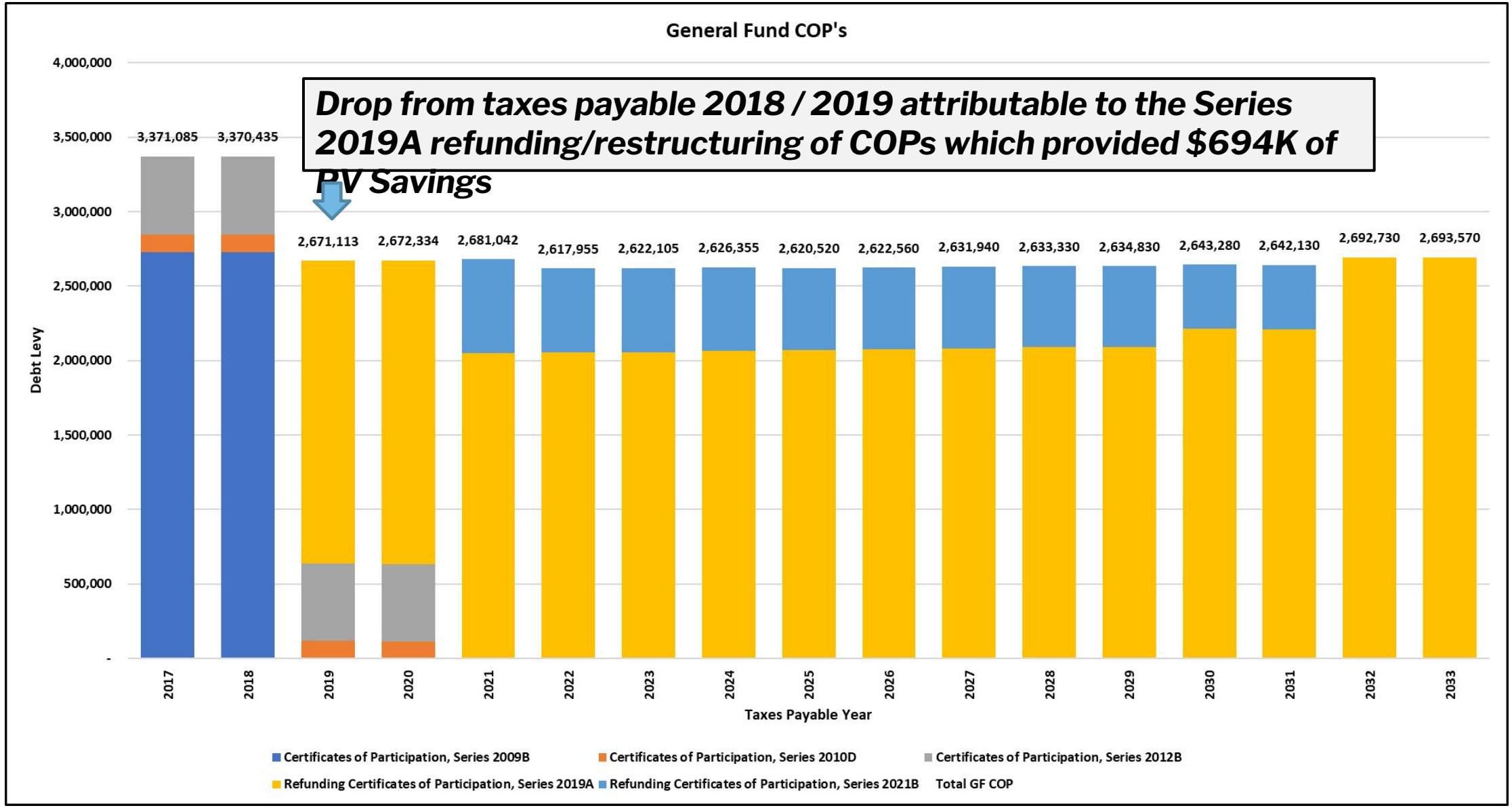


MN School Districts with Similar Enrollment as Duluth Public Schools

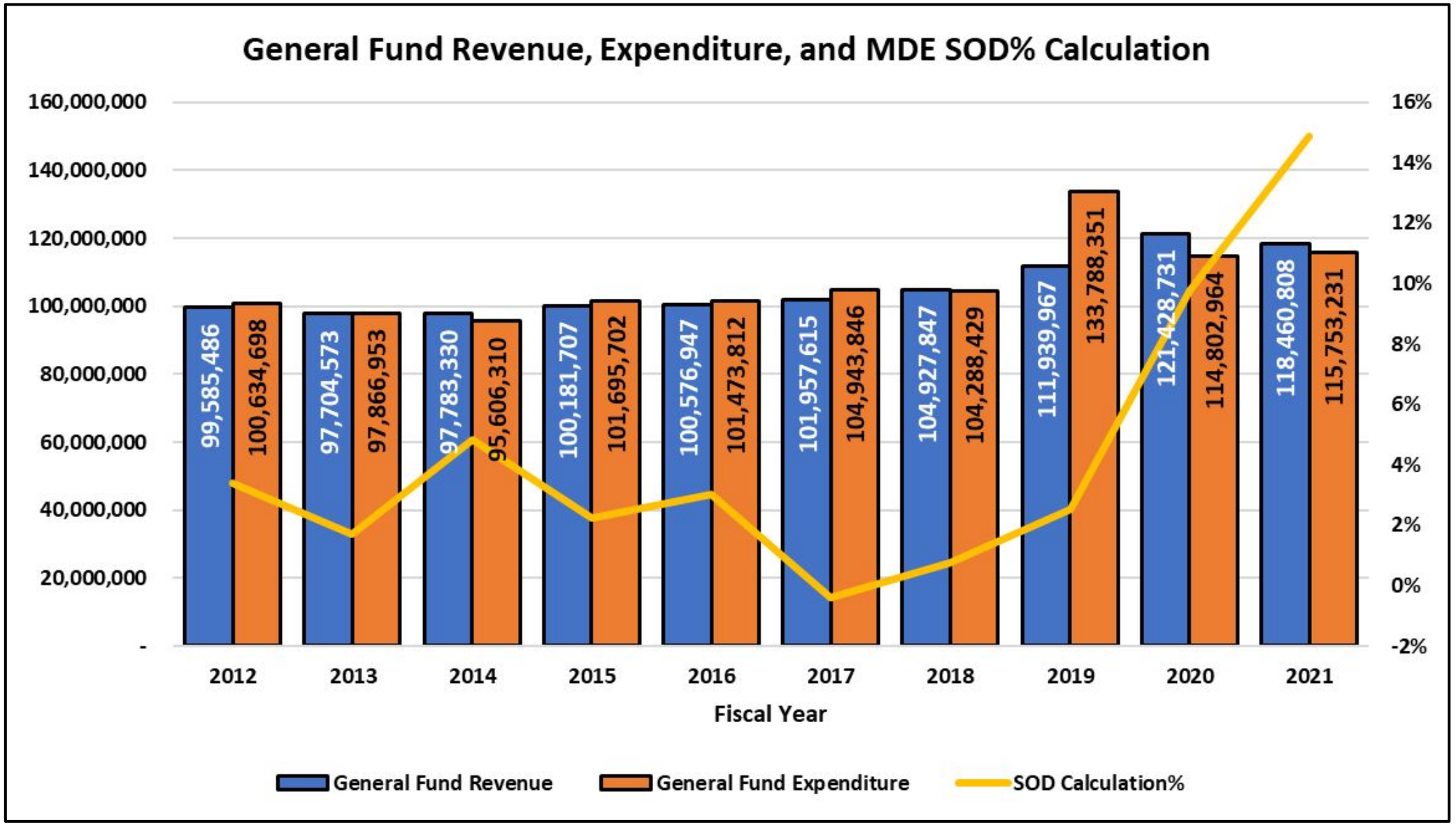


Note – The Blue Line Indicates the general fund spending in 7 comparable categories per pupil in ISD 709. 7 out of the 19 districts are below Duluth

ISD 709 – HISTORY OF DEBT IMPACTING OPERATIONS

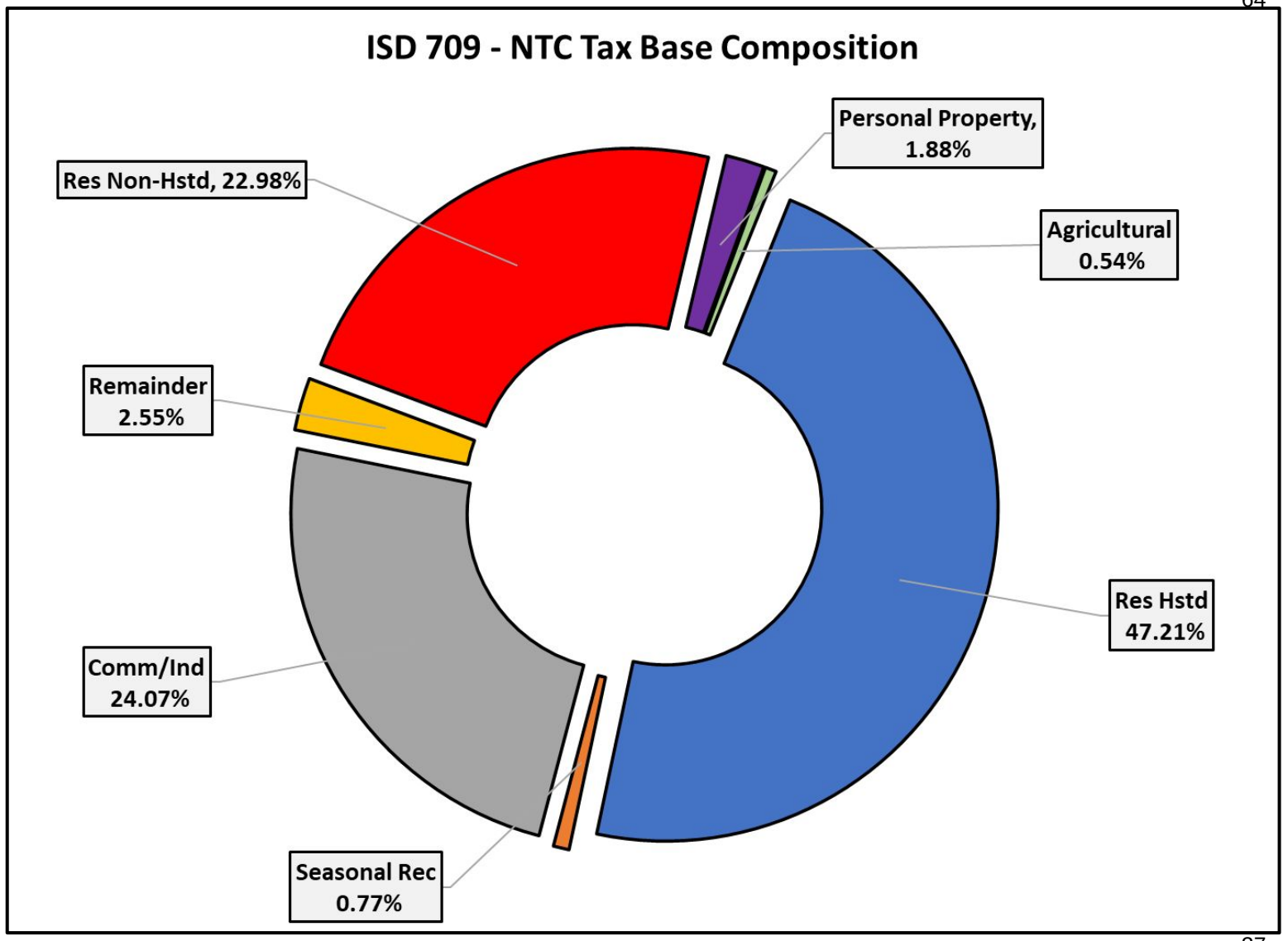


REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

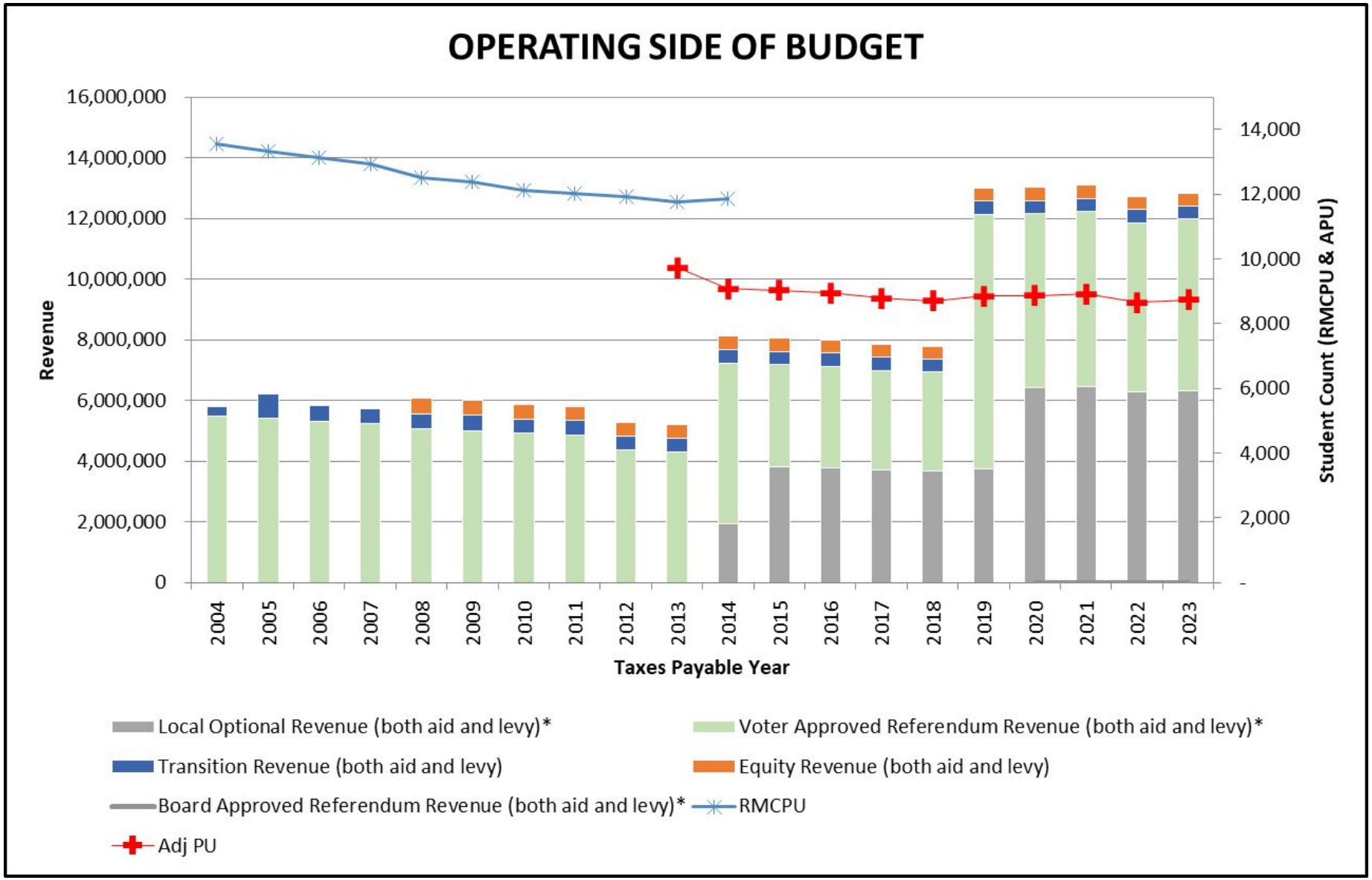


ESTIMATED PAY 2023 TAX BASE COMPOSITION

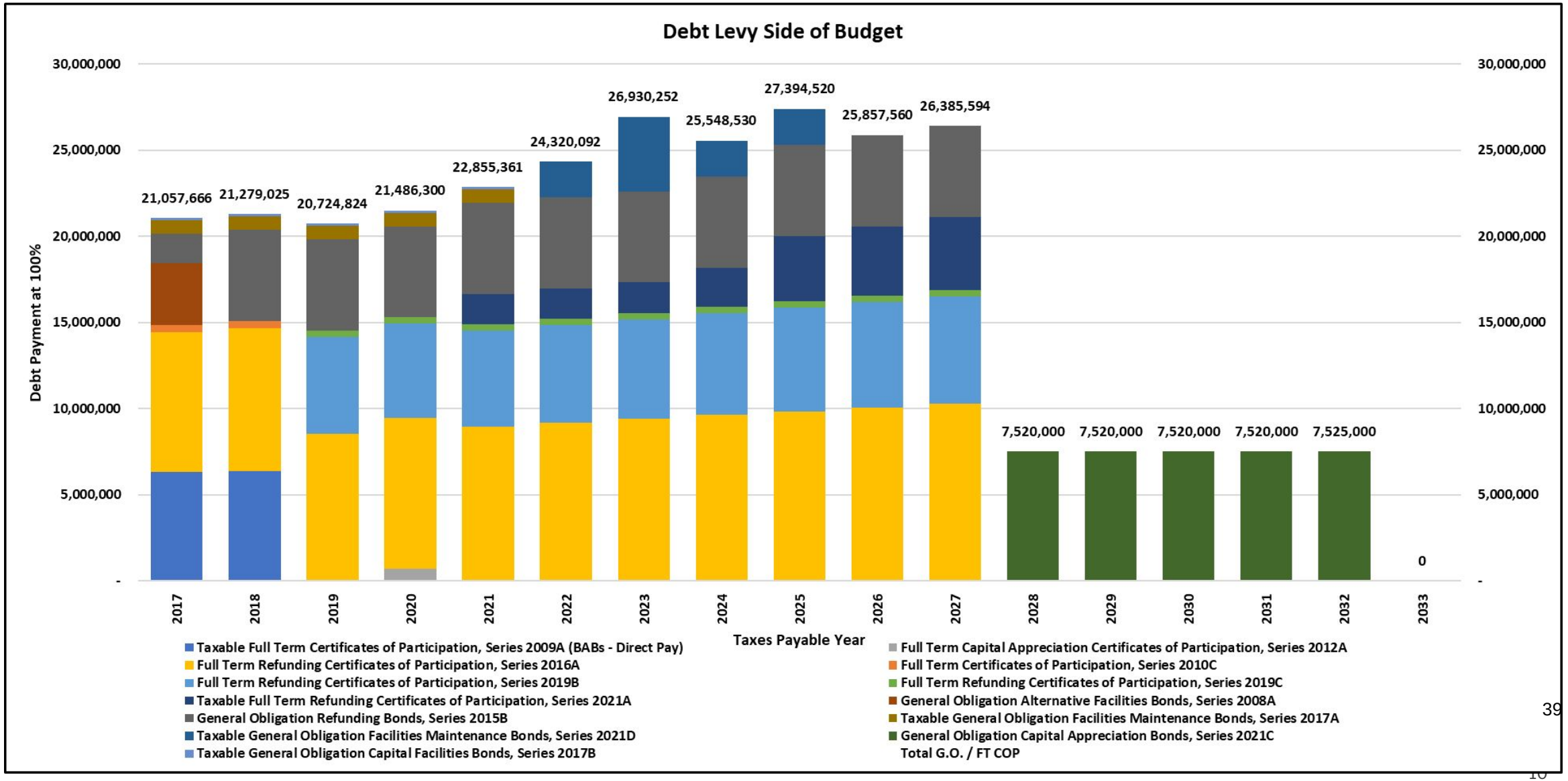
SOURCE: MN DOR PRISM



ISD 709 – HISTORY OF RMV (REFERENDUM MARKET VALUE) REVENUE



ISD 709 – HISTORY OF DEBT IMPACTING THE LEVY



ISD 709 – SCHOOL PORTION HISTORY OF TAXES

Year Taxes Payable	2017	2018	2019	2020	2021	2022
RMV Rate	0.10835%	0.09780%	0.15481%	0.15286%	0.15304%	0.14166%
GO Debt Rate (Ag2School Qualified)	24.434%	23.007%	25.072%	23.819%	23.528%	22.757%
Remainder of NTC Levy Rate	7.852%	8.187%	8.886%	8.000%	6.684%	8.888%
Total NTC Rate	32.286%	31.194%	33.958%	31.819%	30.212%	31.645%

Type of Property	Estimated Market Value	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact
Residential Homestead	50,000	151.03	142.48	179.28	171.89	167.16	165.77
	75,000	226.55	213.72	268.92	257.83	250.73	248.65
	100,000	340.16	321.77	398.63	381.32	369.96	368.87
	150,000	570.30	540.68	661.10	631.16	611.14	612.17
	175,000	685.20	649.98	792.17	755.93	731.57	733.66
	200,000	800.43	759.59	923.58	881.01	852.31	855.46
	250,000	1,030.56	978.49	1,186.06	1,130.85	1,093.49	1,098.76
	275,000	1,145.47	1,087.79	1,317.13	1,255.61	1,213.93	1,220.25
	300,000	1,260.70	1,197.40	1,448.53	1,380.69	1,334.66	1,342.05
	500,000	2,156.05	2,048.70	2,471.95	2,355.25	2,275.80	2,290.55
	750,000	3,435.86	3,268.01	3,920.16	3,731.74	3,602.53	3,633.61
Commercial/ Industrial	250,000	1,643.03	1,570.25	1,830.24	1,734.46	1,666.61	1,699.06
	500,000	3,528.21	3,374.45	3,915.17	3,707.56	3,559.81	3,635.46
	1,000,000	7,298.56	6,982.85	8,085.02	7,653.76	7,346.21	7,508.26
	2,500,000	18,609.61	17,808.05	20,594.57	19,492.36	18,705.41	19,126.66

OPERATING REFERENDUM LEVY - WHAT IS IT?

An operating levy (otherwise known as a referendum revenue request or excess operating levy referendum) is a procedure which allows school districts to raise additional funds to supplement regular state education funding.

The State of Minnesota equalizes many educational levies based upon the district's ability to pay (Equalization Aid). This is one of those levies.

OPERATING LEVY HISTORY

ISD 709 Operating Referendum Results, 1991 to 2022

Year Held	Start Pay	Net $/PU	# Years	Pass? Yes=1 No=0	# Yes Votes	# No Votes
1993	1994	345.03	4	1	Missing	Missing
1997	1998	315.00	5	1	12,347	5,468
2001	2002	425.00	5	0	13,409	16,810
2003	2004	365.60	5	1	16,285	14,021
2008	2009	500.00	5	0	15,875	35,430
2008	2009	365.60	5	1	35,196	17,326
2008	2009	334.40	5	0	23,760	28,363
2011	2012	284.77	5	0	9,865	12,504
2011	2012	122.70	5	0	8,323	13,969
2011	2012	98.15	5	0	7,574	14,662
2013	2014	595.78	5	1	12,676	6,627
2013	2014	200.00	5	1	9,781	9,445
2018	2019	371.78	10	1	32,248	12,314
2018	2019	575.00	10	1	23,805	20,346
2018	2019	335.00	10	0	21,387	22,575

Select district

709 <-- Enter District Number (1.2 for Minneapolis)

0709-01 Duluth

DEPARTMENT OF EDUCATION

CPI updated for September 30, 2021

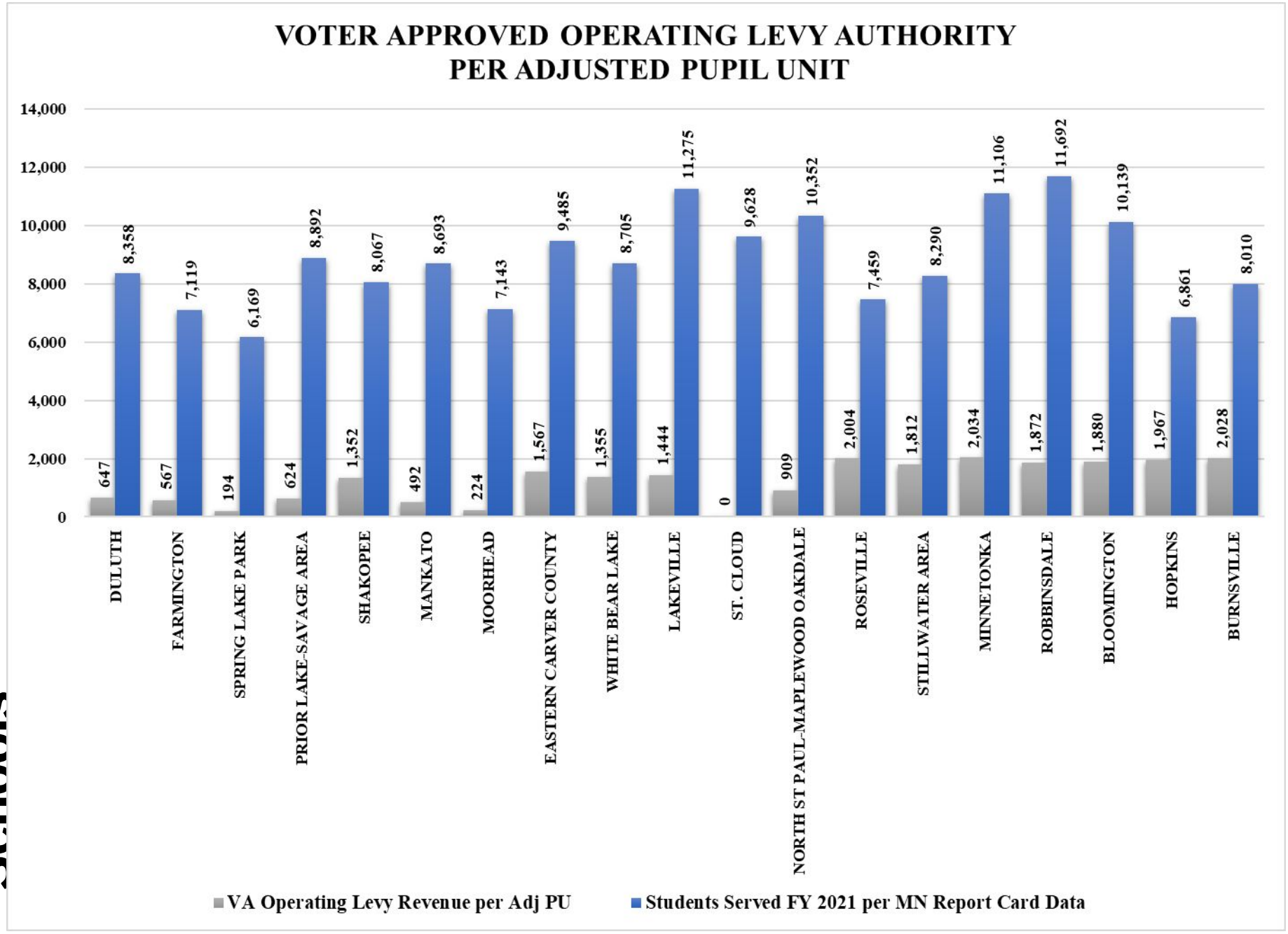
Phase Out Report With 2021 Elections

Authority After 2021 Elections (see detail below)	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	-
Elections Before 2019	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
(1) Authority without CPI	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	-

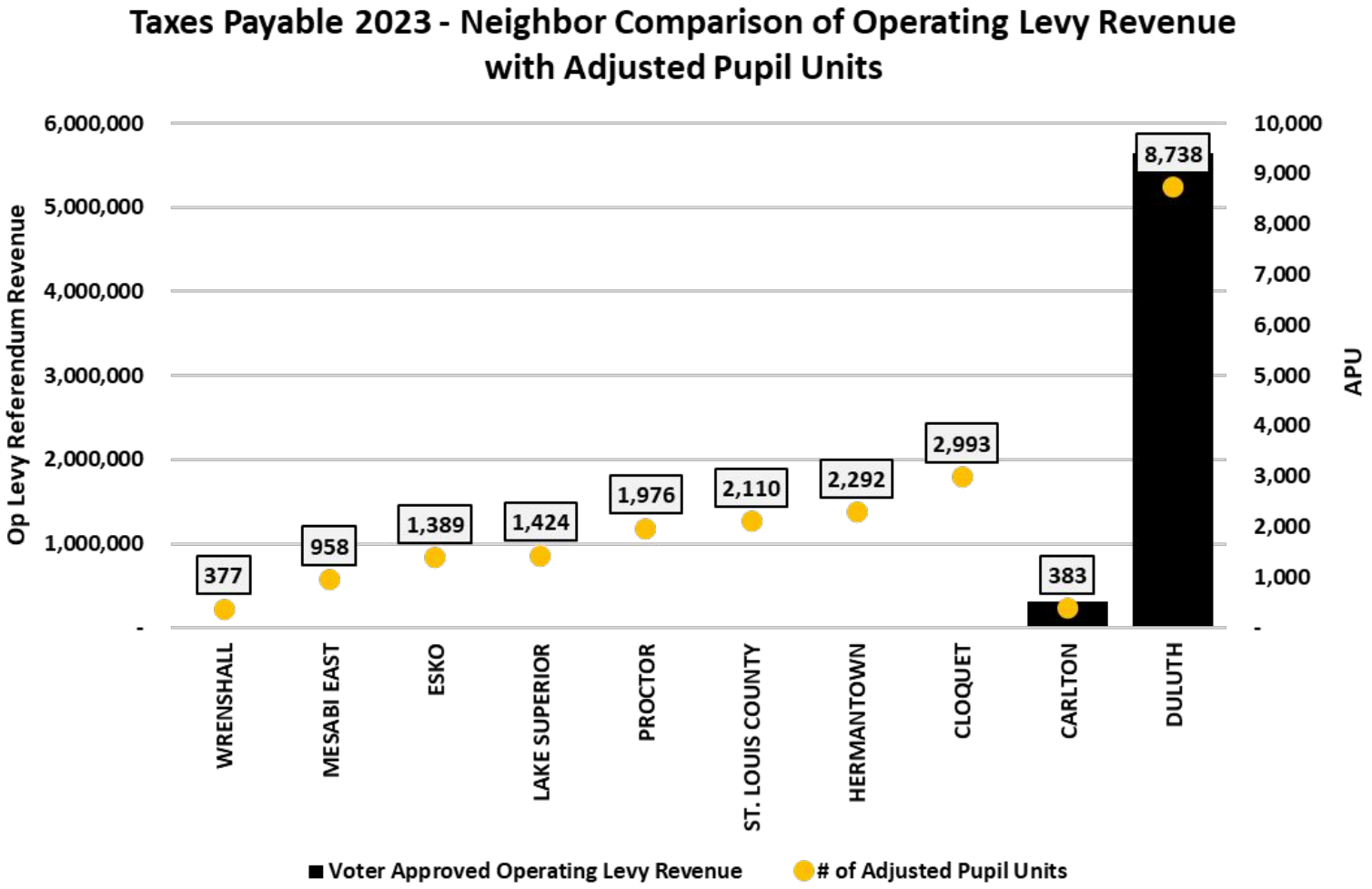
REFERENDUM PHASEOUT REPORT

- For taxes payable 2023, this $646.78/APU of operating levy authority generated $5,651,777.08 in revenue
- Last year of collection for current operating levy authority is taxes payable 2028/ FY 2029
- Next available referendum date: November 7, 2023, for regular ballot
- Commencing revenue in taxes payable 2024 requires revoke / replace ballot language which will have disclaimer as follows: “BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE. PASSAGE OF THIS REFERENDUM WILL RESULT IN AN INCREASE IN YOUR PROPERTY TAXES.”

MN School Districts with Similar Enrollment as Duluth Public Schools



NEIGHBOR COMPARISON – TOTAL VOTER – APPROVED OPERATING REVENUE AND APU



NEW $100/APU NET REVENUE AND TAX IMPACT

Enter Residential Homestead Market Value	**200,000**
PLEASE NOTE ALL TAX IMPACT CALCULATIONS WILL UTILIZE THIS FIGURE	
BALLOT QUESTION #1 - EXAMPLE	
Enter New Request Portion for Operating Levy Referendum	**115.00**
ONLY portion of NEW Operating Referendum Revenue	1,004,907.95
Loss of Equity Revenue	-
How much NET NEW revenue will the request bring?	1,004,907.95
Estimated District State Aid Percentages shown below	
First Tier Aid % *(first $460 per Adj PU)*	0.000%
Second Tier Aid % *(next $000 per Adj PU)*	0.000%
Does this NEW Request Maximize the State's Aid Participation?	**YES**

As a brief example, what will the required Notice to Taxpayers look like?

	Effective Taxes Payable 2024	
RMV Rate:	0.010063%	
Property Value	**New Authority**	
	Annual Impact	**Monthly Impact**
75,000	7.55	0.63
100,000	10.06	0.84
125,000	12.58	1.05
150,000	15.09	1.26
175,000	17.61	1.47
200,000	20.13	1.68
210,000	21.13	1.76
235,000	23.65	1.97
260,000	26.16	2.18
300,000	30.19	2.52
400,000	40.25	3.35

CAPITAL PROJECTS REFERENDUM LEVY - WHAT IS IT?

Voter-Approved Levy May be used to provide dollars for eligible costs on an annual basis pursuant to M.S. 126C.10 subd. 14

Maximum duration of a capital projects referendum request is 10 levy years

Levy spread on the net tax capacity base of the district

Voters approve a **tax rate** and subsequent tax collections are generated on the approved tax rate (not on a dollar approved basis)

Review and Comment submittal to MDE is not required for a Capital projects Levy Referendum if the dollars are being used solely to fund technology and the District submits a school board resolution stating that funds approved by the voters will be used only as authorized in section 126C.10, subdivision 14.

CAPITAL PROJECTS LEVY REFERENDUM ELIGIBLE USES

Eligible Uses for the Capital Projects Levy

MS 126C.10 Subd. 14. Uses of total operating capital revenue. Total operating capital revenue may be used only for the following purposes:

(1) to acquire land for school purposes;
(2) to acquire or construct buildings for school purposes;
(3) to rent or lease buildings, including the costs of building repair or improvement that are part of a lease agreement;
(4) to improve and repair school sites and buildings, and equip or reequip school buildings with permanent attached fixtures, including library media centers;
(5) for a surplus school building that is used substantially for a public non-school purpose;
(6) to eliminate barriers or increase access to school buildings by individuals with a disability;
(7) to bring school buildings into compliance with the State Fire Code adopted according to chapter 299F;
(8) to remove asbestos from school buildings, encapsulate asbestos, or make asbestos-related repairs;
(9) to clean up and dispose of polychlorinated biphenyls found in school buildings;
(10) to clean up, remove, dispose of, and make repairs related to storing heating fuel or transportation fuels such as alcohol, gasoline, fuel oil, and special fuel, as defined in section 296A.01;
(11) for energy audits for school buildings and to modify buildings if the audit indicates the cost of the modification can be recovered within ten years;

CAPITAL PROJECTS LEVY REFERENDUM ELIGIBLE USES (CONTINUED)

Items highlighted in yellow are the most common uses of the capital projects levy across the State

(12) to improve buildings that are leased according to section 123B.51, subdivision 4;
(13) to pay special assessments levied against school property but not to pay assessments for service charges;
(14) to pay principal and interest on state loans for energy conservation according to section 216C.37 or loans made under the Douglas J. Johnson Economic Protection Trust Fund Act according to sections 298.292 to 298.298;
(15) to purchase or lease interactive telecommunications equipment;
(16) by board resolution, to transfer money into the debt redemption fund to:
(i) pay the amounts needed to meet, when due, principal and interest payments on certain obligations issued according to chapter 475; or
(ii) pay principal and interest on debt service loans or capital loans according to section 126C.70;
(17) to pay operating capital-related assessments of any entity formed under a cooperative agreement between two or more districts;
(18) to purchase or lease computers and related hardware, software, and annual licensing fees, copying machines, telecommunications equipment, and other noninstructional equipment;
(19) to purchase or lease assistive technology or equipment for instructional programs;
(20) to purchase textbooks as defined in section 123B.41, subdivision 2;
(21) to purchase new and replacement library media resources or technology;
(22) to lease or purchase vehicles;
(23) to purchase or lease telecommunications equipment, computers, and related equipment for integrated information management systems for:
(i) managing and reporting learner outcome information for all students under a results-oriented graduation rule;
(ii) managing student assessment, services, and achievement information required for students with individualized education programs; and
(iii) other classroom information management needs;
(24) to pay personnel costs directly related to the acquisition, operation, and maintenance of telecommunications systems, computers, related equipment, and network and applications software; and
(25) to pay the costs directly associated with closing a school facility, including moving and storage costs.

CAPITAL PROJECTS LEVY INTERACTIVE MODEL– ANNUAL TAX IMPACT

	Estimated Market Value	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024
		1,000,000.00	4,000,000.00	5,000,000.00	6,000,000.00	7,000,000.00
		Add New Capital Projects Levy Impact	Add New Capital Projects Levy Impact	Add New Capital Projects Levy Impact	Add New Capital Projects Levy Impact	Add New Capital Projects Levy Impact
Homestead Residential Property	150,000	11.16	44.66	55.82	66.99	78.15
	200,000	15.98	63.93	79.91	95.89	111.88
	300,000	25.62	102.47	128.09	153.71	179.32
Commercial / Industrial	150,000	19.89	79.56	99.45	119.34	139.23
	200,000	28.73	114.92	143.65	172.37	201.10
	300,000	46.41	185.63	232.04	278.45	324.86
Apartments	150,000	16.57	66.30	82.87	99.45	116.02
	200,000	22.10	88.40	110.50	132.60	154.70
	300,000	33.15	132.60	165.75	198.89	232.04
Ag Dwelling Value of HSTD (house, garage and 1 acre)	150,000	11.16	44.66	55.82	66.99	78.15
	200,000	15.98	63.93	79.91	95.89	111.88
	300,000	25.62	102.47	128.09	153.71	179.32
Ag Dwelling Value of HSTD (house, garage and 1 acre)	3,000	0.13	0.53	0.66	0.80	0.93
	4,000	0.18	0.71	0.88	1.06	1.24
	5,000	0.22	0.88	1.10	1.33	1.55
Ag Dwelling Value of HSTD (house, garage and 1 acre)	3,000	0.27	1.06	1.33	1.59	1.86
	4,000	0.35	1.41	1.77	2.12	2.48
	5,000	0.44	1.77	2.21	2.65	3.09

TAXABLE TECHNOLOGY BOND

- Use a voter – approved general obligation bond consisting of tax – exempt and taxable components to fund technology needs into the foreseeable future while structuring payments around existing debt expiration to mitigate additional tax impact to constituents

DISTRICT NEEDS, WANTS, AND IDEAS

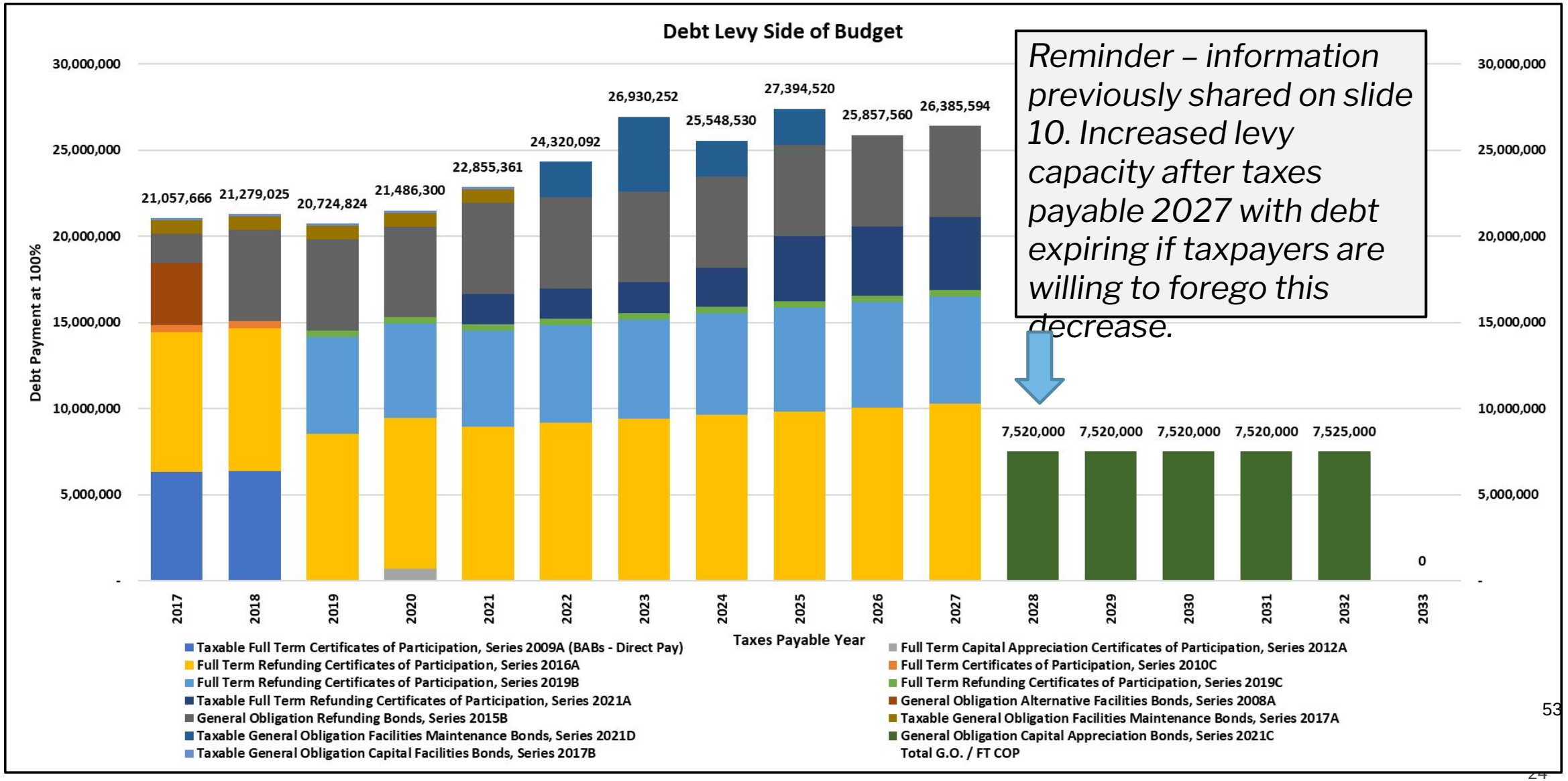
Personnel

- Previously funded with ESSER dollars – new funding source needed after FY 2024 to retain personnel integral to delivering necessary services
- Class size restructuring
  - District may explore adding new teaching positions
    - For assumption purposes: Total cost per teacher inclusive of salary & benefits: $125,000
    - Will need to raise an additional $5 million if 40 new positions were added (40 X $125,000)
- Contractual Examination and Restructuring Alternatives
  - Explore ability to offer early retirement/retirement options/incentives
    - Assumption: For each personal development day, the estimated cost is $600,000

Technology

- $2 million annually needed to maintain current replacement cycles
- Previously funded 1:1 initiative with ESSER and need to provide funding to maintain
- Explore use of operating capital account (where recent sale proceeds of 2 school buildings were placed) to begin tech funding and phase in recurring funding source to coincide with other future levy reductions

ISD 709 – HISTORY OF DEBT IMPACTING THE LEVY



Reminder – information previously shared on slide 10. Increased levy capacity after taxes payable 2027 with debt expiring if taxpayers are willing to forego this decrease.

PLAN DEVELOPMENT/COMMUNICATING WITHIN OUR ORGANIZATION FIRST

KEY OPERATING LEVY ELECTION DATES – 2023 AND 2024

	2023	2024
LAST DAY TO ADOPT RESOLUTION CALLING FOR AN ELECTION	Friday, August 25, 2023	Friday, August 23, 2024
ELECTION INFORMATION	Special Election - Regular Ballot	Special Election - Regular Ballot
WHO PAYS FOR ELECTION	District Only	District Pays Proportional Share
MAIL BALLOTS FORWARDED IF APPLICABLE / FIRST DAY TO VOTE ABSENTEE	Friday, September 22, 2023	Friday, September 20, 2024
ELECTION DAY	Tuesday, November 7, 2023	Tuesday, November 5, 2024

Based on District's financial status (not in SOD), the District can only ask for a voter approved operating referendum from voters once a calendar year. If the voter approved request is not held on the November general election date, it must be by mail ballot.

Pros of a 2023 Election:

- Statistically better passage rate in odd years
- Avoid November 2024 General Election

55

BAIRD'S SERVICE PACKAGE
OPERATING LEVY REFERENDUM ASSISTANCE

Provide a history of District operating revenue and operating election results

Prepare an interactive document for District use to help determine revenue generated by such options as Straight Renewal or Renewal plus new amount

Baird coordinates with legal counsel to provide resolution calling for election at future School Board meeting

Base Package cost of $1,000 which includes two on-site meetings with District

- Baird provides website tax calculator for every specific parcel $1,000
- Election notice printing and mailing - $1,000 plus the costs incurred by Baird from the County, Print Shop and Mailing Service
- Informational Post Card printing and mailing - $1,000 plus the costs incurred by Baird from the County, Print Shop and Mailing Service
- Additional meetings beyond the two meetings included in base package will be

FURTHER THOUGHTS/QUESTIONS REGARDING OPERATING REFERENDUM?

Duluth Public Schools – 2023 Legislative Priorities

Duluth Public Schools 2023 Legislative Priorities will help our local legislators as they determine the two -year operating budgets for every school district in the state. We believe that critical choices must be made to stabilize and increase public education funding.

In 2023, Duluth Public Schools is prioritizing supporting the following legislative initiatives…

Increased State Aid for Public Education: Support an additional annual increase in the education formula by at least 5% and indexed for inflation. Increased state aid would allow the Duluth Public Schools to invest in:

- Staffing to provide much needed literacy and math interventionists and improved student to teacher ratios
- Revitalizing significantly outdated technology and curriculum resources
- Additional mental and emotional health supports and services for students
- Enhancing safety and behavioral supports
- Improved family and community engagement

Special Education: Support the state fully funding the special education cross subsidy for our schools.

Special Education Funding for Duluth: Support Duluth Public School's special legislation to recapture one-time special education correction funding of $2 million dollars.

Construction Sales Tax Exemption: Support legislation exemption Duluth Public Schools from paying sales tax on construction material related to the new District Services Building and Transportation Center.

MTSS Framework: Support funding for MTSS framework support from MDE (the pipeline) and grants to support district resources to continue to implement.

CTE Support: Support a one-time investment in Career and Technical Education, allowing funds to be used for equipment, supply, and technology to support the CTE mission.

School Safety: Support a one-time $500 allocation per pupil for school safety and support allowing local authority for schools to increase safe school levy revenue to address safety concerns.

LTFM Flexibility: Support an increase in the Long-Term Facility Maintenance (LTFM) and expand allowable uses of LTFM funds. Remove the per pupil limit and broaden eligible uses.

Operating Levies: Allow school board renewal of existing and future operating levies.

Solar & EV: Support adding additional funding to the Solar for Schools Grant Program and increase the grant opportunity to 100% of installation costs for a 40-megawatt array and help schools with federal matching dollars for EV charging stations at school properties.

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

1. **Guest Presentations for this Meeting - Safe Routes to School - City of Duluth Grant Application - Attachment Pending**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
     - 2) Recommendation to Recognize Two New District Holidays - MLK Day and Juneteenth - PLACEHOLDER 5
   - B. **Business Services**
     - 1) Finance Department Report - Verbal
     - 2) Enrollment Report 6
     - 3) Child Nutrition Department Report 8
     - 4) Facilities Department Report 9
     - 5) Technology Department Report 10
     - 6) Transportation Department Report 11
3. **Recommended Resolutions**
   - A. B-12-22-3925 - Certified Tax Levy 2022 Payable 2023 - ***example attached (final pending)*** 12
   - B. B-12-22-3926 - Resolution Reestablishing Precincts and Polling Places for the Duluth Public School District in 2023 45
   - C. B-12-22-3927 - Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the Intersection of E. Superior St. and Congdon Park Dr. in the City of Duluth 47
   - D. B-12-22-3928 - Authorized Bank Account Signer 48
   - E. B-12-22-3929 - Acceptance of Donations to Duluth Public Schools 50
   - F. B-12-22-3930 - Acceptance of Grant Awards to Duluth Public Schools 52
4. **Consent Agenda**
   - A. HR Staffing Report 53
     - 1) Job Description for MARSS Coordinator/EDFI Analyst 54
   - B. Finances
     - 1) Financial Report 58
     - 2) Fiscal Year 22 Audit (in substantial form) Attachment Pending
     - 3) Fundraisers 59
   - C. Bids, RFPs, and Quotes

1) Bid #1307 Data Center Colocations Services - PLACEHOLDER 60
D. Contracts, Change Orders and Leases
1) Change Order - St. Germain's CO#2-2022 Congdon Window Project 62
5. **Miscellaneous Informational Items (no action required)**
A. District Properties Update 66
B. Expenditure Contracts 71
C. No Cost Contracts 226
D. Revenue Contracts 234
E. Grant Applications 252
F. Change Orders Signed - None

Human Resources Report Summary
December 2022 Activities

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

	Certified	Non-Certified
# New Hires	9	11
# Retirements	1	1
# Resignations	0	4
# Leave of Absences	0	5

HR Department Updates:

The HR Department is currently posting to fill the Human Resources Manager position, a Human Resources Assistant-Front Desk position and the Human Resources Assistant-Benefits position. Kinsey Klasnich, our previous Human Resources Assistant-Benefits, has agreed to assume the responsibilities of the Benefits Coordinator on a temporary basis while we assess the departmental needs.

Staff will be working in late December on process mapping related to leaves of absences, payroll processing, and Skyward reporting in order to find additional system improvements and efficiencies.

EEO-5 reporting was finalized and certified on November 22, 2022, with significant efforts from Miranda Fox, our HRIS Specialist and Nate Kinsey, Database Specialist.

Benefits Updates:

Another retirement information session was held on November 28, with 22 employees attending across several bargaining units. There is a session scheduled for December 16, 2022 and two sessions planned for January. Open enrollment processing has been completed for all employees and retirees for Dental, Vision, Flex Spending and LTD.

Currently, staff are working to complete over 35 retirement benefit estimates that have been requested. Those estimates will be sent to employees by January 1, 2023.

Hiring Updates:

Current Openings as of December 8, 2022

Licensed:

Teachers, Adult Basic Education (1)
Teachers, District Wide (4)
Teachers, Elementary (1)
Teachers, High School (2)
Teachers, Middle School (2)
Teachers, Special Education (3)

Non-Licensed:

Activities/Athletics (1)
Administrative/Management (2)
Child Nutrition (15)
Human Resources (3)
Maintenance/Transportation (7)
School Custodian
Auto Mechanic (2)
Second Shift Engineer (1)
School Bus Driver (3)
Playground/Cafeteria Monitor (9)

Paraprofessionals (24)
American Indian Home School Liaison (1)
Instructional Paraprofessional (1)
Licensed Sign Language Interpreter (2)
Mental Health Practitioner (2)
Paraprofessional, ECFE (1)
Special Education Building Wide Paraprofessional (2)
Special Education Program Paraprofessional (5)
Special Education Student Specific Setting III Paraprofessional (6)
Supervisory Paraprofessional (4)

Contract Negotiations:

An alternate proposal was presented to the Fireman and Oilers bargaining unit based on extensive conversations with the union leadership. The bargaining unit has scheduled a vote on December 17, 2022.

MEMORANDUM

TO: Duluth School Board

FROM: Theresa Severance, Executive Director, Human Resources and Operations

DATE: December 8, 2022

RE: Martin Luther King Jr day and Juneteenth Holidays

Equity for students, families and staff is a key priority for Duluth Public Schools. As part of our efforts to ensure that our practices align with our beliefs, we are modifying our calendar to recognize Martin Luther King Jr day and Juneteenth as employee holidays.

Martin Luther King Jr. Day is a federal holiday in the United States marking the birthday of Martin Luther King Jr. It is observed on the third Monday of January each year.

Juneteenth is a federal holiday in the United States commemorating the emancipation of enslaved African Americans. It is celebrated on June 19 of each year.

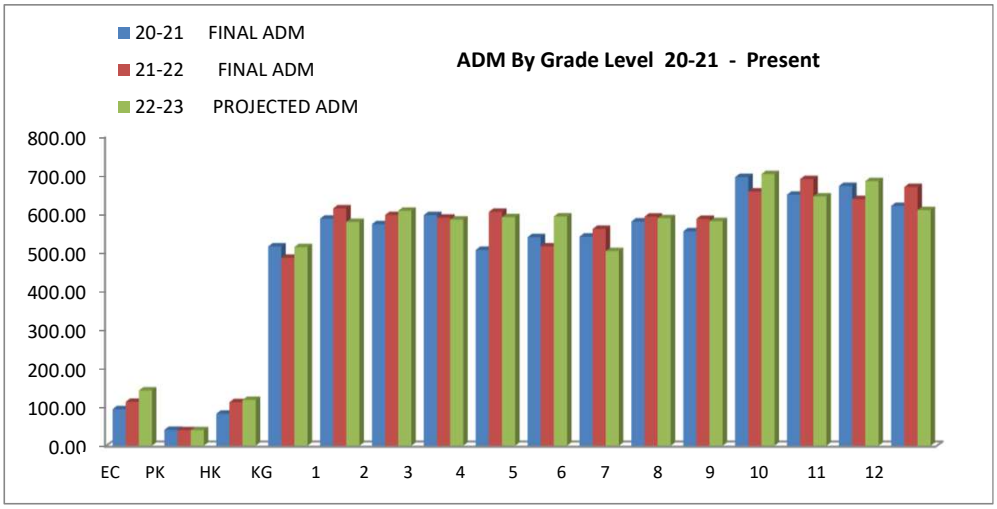
We will work with respective bargaining units to approve a memorandum of understanding with the intent to start the recognition of these days as employee holidays in 2023.

We will continue to examine our practices of holiday recognition through our District calendar committee.

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	485	386	300	144.09	102.00	3.37	0.37
PK	63	53	59	40.61	42.65	1.55	0.77
HK	131	116	113	119.43	90.00	1.09	1.03
KG	549	502	520	515.12	522.00	1.08	1.01
1	706	625	584	579.94	605.00	1.22	0.92
2	725	648	613	608.74	602.00	1.20	0.94
3	681	628	590	585.90	586.00	1.17	0.93
4	703	646	605	592.15	585.00	1.19	0.92
5	675	637	607	594.10	604.00	1.13	0.93
6	628	563	515.75	504.79	509.00	1.24	0.90
7	733	640	603.15	589.62	559.00	1.24	0.92
8	742	646	595.3	581.95	585.00	1.27	0.90
9	1080	788	737.05	703.15	648.00	1.52	0.90
10	1256	765	676.63	645.51	650.00	1.92	0.85
11	1407	835	718.15	685.12	680.00	2.03	0.83
12	1482	906	639.85	610.42	625.00	2.40	0.68
PS	245	166					
Total:	12046	9384	8476.88	8100.62	7994.65	1.48	0.87
			+proj-budg>	105.97	<<42 of this is ECSE		

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 Oct 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 Oct 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	205	144.09
PK	68	41.58	70	40.57	-29.43	51	40.61
HK	77	83.52	101	113.54	12.54	114	119.43
KG	520	516.69	502	487.64	-14.36	524	515.12
1	596	588.40	616	614.82	-1.18	589	579.94
2	582	574.16	593	597.78	4.78	610	608.74
3	617	597.62	603	590.84	-12.16	593	585.90
4	523	507.84	621	605.84	-15.16	598	592.15
5	558	540.73	527	516.78	-10.22	600	594.10
6	576	542.05	577	561.90	-15.10	517	504.79
7	586	581.07	604	593.59	-10.41	599	589.62
8	576	555.74	601	587.95	-13.05	599	581.95
9	723	695.44	687	658.15	-28.85	733	703.15
10	680	650.09	717	690.45	-26.55	700	645.51
11	734	672.61	680	638.94	-41.06	753	685.12
12	756	621.11	832	669.75	-162.25	789	610.42
Total:	8358	7864.10	8487	8083.11	-403.89	8574	8100.62



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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	485	386	300	144.09	102.00	3.37	0.37
PK	63	53	59	40.61	42.65	1.55	0.77
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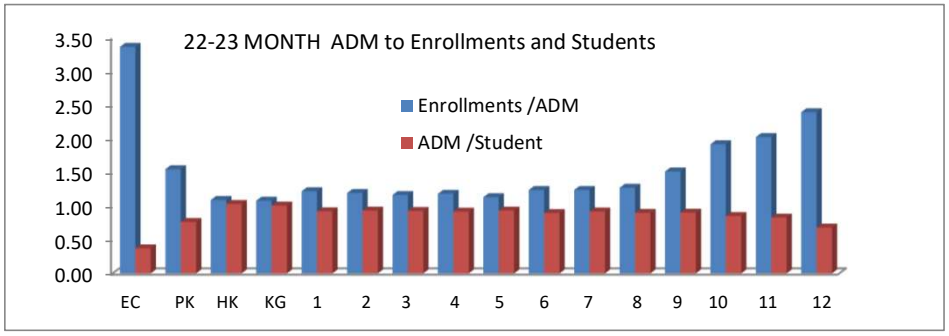
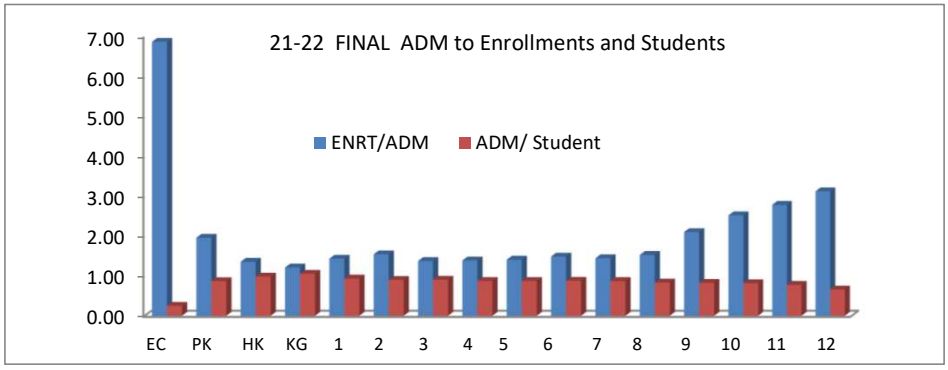
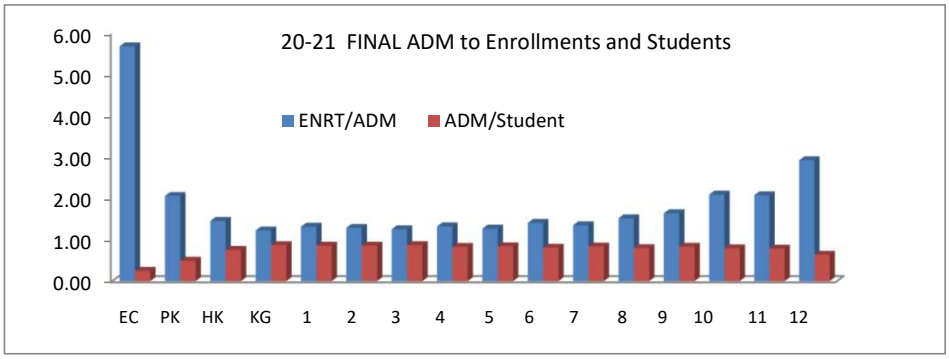
			+proj-budg>	105.97			







Child Nutrition Report
November 2022

	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Monthly	Monthly	Average Daily	Average Daily
Week of:	11/1/2022	11/1/2022	11/7/2022	11/7/2022	11/14/2022	11/14/2022	11/21/2022	11/21/2022	11/28/2022	28-Nov	B	L	Breakfast	Lunch
Congdon	177	1168	204	1059	243	1445	132	697	151	791	907	5160	48	272
Denfeld	803	2026	792	1997	1016	2345	592	1454	557	1463	3760	9285	198	489
Harbor City											0	1273	0	67
East High	900	1809	988	1758	1183	2176	683	1172	741	1254	4495	8169	237	430
Homecroft	533	1094	596	1024	660	1251	394	781	399	760	2582	4910	136	258
Lakewood	249	579	269	542	342	682	145	386	164	410	1169	2599	62	137
Lester Park	734	1463	705	1334	800	1661	485	979	506	1072	3230	6509	170	343
Lincoln park	494	1319	591	1326	698	1644	419	910	442	1016	2644	6215	139	327
Lowell	1024	1641	1079	1606	1381	2015	741	1045	1060	1181	5285	7488	278	394
Laura Macart	786	891	778	891	884	1019	579	692	585	674	3612	4167	190	219
Myers-Wilkins	836	1097	848	1083	944	1238	518	708	614	794	3760	4920	198	259
Ordean/East	575	2342	618	2358	729	2934	475	1625	454	1676	2851	10935	150	576
Piedmont	1138	1336	1171	1334	1440	1612	803	931	796	971	5348	6184	281	325
Rockridge	65	92	68	86	93	117	56	73	57	71	339	439	18	23
Stowe	669	652	668	622	817	819	492	502	480	487	3126	3082	165	162
ALC	34	94	45	94	35	88	35	81	36	84	185	441	12	28
	4 days	4 days	4 days	4 days	5 days	5 days	3 days	3 days	3 days	3 days				
	ALC 3		ALC 3		ALC 4	alc 4			ALC 3					
	9017	17603	9420	17114	11265	21046	6549	12036	7042	12704	43293	81776	2280	4308
Denfeld Supp	Mon-thurs											0	TOTAL	
Daily average														

Supply Chain Issues

Supply chain issues are still affecting our meal services off and on. This leads to substitutions on the menus. Manufacturing companies are still short staffed, as well as transportation teams.

Health Department

The Minnesota Health Department has completed round one of their 2 per year inspections in all of our kitchens. No issues were brought forth. Good reviews at all of the schools reinforces that our program, employees, and managers are putting food safety as a top priority.

New Employee

Stacy Bergstedt started as the Food Service Field Supervisor. She replaces Betsy Sislo.

Facilities Management & Capital Project Status Report
November 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 229 work orders and are currently working on 310 open work orders.

Capital Construction

- Denfeld tower work is almost complete. The spire and finial are all that is left to fabricate and install..
- The Congdon Park window replacement project is done and a punch list was just created.
- New Denfeld SPED bathroom construction is nearing completion.
- FY24 Congdon playground construction is being designed to bid early 2023.

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is ongoing.

- **Construction Tasks "On The Hill"**
  - ➢ Final tasks are ongoing in the existing Facilities building which is close to complete.
  - ➢ Interior work is starting/ongoing at the DSC and Transportation Building.
  - ➢ CHS is being taken down at this time..

Building Operations

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- With many vacancies, our Operations staff have been performing an excellent job of cleaning, and the buildings are looking as good as could be expected.
- There are 23 vacancies in the Facilities Operations that we are working hard as well as need to fill.

Health, Safety & Environmental Management

- 3rd Safety committee held for the 22-23 school year
- Security surveys of the schools completed. Action items to be reviewed by the safety committee
- Gym repairs scheduled to be completed in December - Lowell, LPMS, OEMS, and EHS

Workers' Compensation Activities

November 2022

- First report of incidents:---------- 24
- 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:---------- 158
- OSHA recordable incidents:---------- 20
- Days away from work:---------- 123
- Days of restricted work:---------- 338

Technology Department - November Report (11/1 - 10/30)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 1.3M Emails Messages Accepted/Delivered
        - 131K were rejected
        - 1.5M were identified as Spam
        - 6.1K were identified as Phishing
        - 45 were identified having a suspicious attachments
        - 7.4K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 10,876 Active Accounts
      - 23.9TB of storage
      - 598.1K Files shared externally
      - 513 Suspicious login attempts
      - 1.5K Failed user login attempts
      - 26 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - Bid-1307 Data Center Colocation Services was opened at 2:00 pm on Tuesday, November 29, 2022
    - One bid received - Involta (Current Provider)
      - The five (5) year maximum bid value cannot exceed $534,480. We anticipate our five (5) year to be less than half at ~$199,260
  - Near future
    - E-Rate Bid-1308 Netowrk Infrastructure (network switches) should be posted on the FCC USAC E-Rate website
    - E-Rate Bid-13## Wireless Network Controller will be posted on the FCC USAC E-Rate website before January 1, 2023

- **Technology Help Desk Tickets**
  - 409 New Technology Support Tickets Created (25%)
  - 407 Tickets were resolved (48%)
  - 206 Tickets remain unresolved (52%)

- **Projects**
  - Cybersecurity - Continue working on security vulnerabilities that have been identified by Arctic Wolf.
  - This year we are using Infoseq IQ to run phishing campaigns and provide as needed phishing training for our staff. This service is required to comply with our Beazley Cybersecurity Insurance Policy requirements.
  - work with Benson Electric to install/move wireless access points following our Blended Learning Wireless Assessment report
  - We have received some of the new AV equipment for the DSC School Board Meeting Space.

Transportation Report
November 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 continue to await the arrival of our two new buses which are expected to be delivered in March.

We are transitioning to using Transversa for routing. Implementation is expected in December. Transportation currently uses Versatrans for routing. Our department continues to navigate daily changes in routing per school requests.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

The department continues to work on fine tuning routes.

- 65 trips in November, 2022
- 63 scheduled so far for December, 2022

Staffing (comments and concerns)
- Hired 1 driver who is trying to get back to food service
- Jeremy Kasapidis (Mechanic) was promoted to Assistant Manager leaving us without a mechanic
- I (Steven Johnson) have tendered my resignation

Covid continues to be a concern for our staff due to quarantine time.

Bus Maintenance
- Maintenance on (non-transportation) vehicles x6.
- A&B scheduled maintenance inspection (checklist of items checked on each bus)
- Jump starts x approx. 0.
- Manual regenerations (multiple) (Emissions system) weekly shop item
- Electrical maintenance to correct wiring issues (ongoing)
- Bus services (Tires, body work, replacement windows) (Multiple)
- Gen maintenance

The average fleet age is 7.5 years. Current average mileage is 75,830 (goal is 50,000 – 60,000).

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.

Steve Johnson is training Jeremy Kasapidis in some of his responsibilities and is also training Deb P. to train new drivers. Once Steve Johnson leaves his position, Deb P. will be the only one who can legally train new drivers in.

R E S O L U T I O N

Certified Tax Levy 2022 Payable 2023

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2022 Payable 2023 at $XX,XXX,XXX.XX.

Resolution B-12-22-3925 December 20, 2022

DULUTH PUBLIC SCHOOLS
Independent School District 709

2022 PAYABLE 2023 PROPERTY TAX HEARING

For the school budget year
July 1, 2022 – June 30, 2023

Prepared by:

John Magas, Superintendent
Simone Zunich, Executive Director of Finance & Business Services
Michael Hoheisel, Managing Director, R.W. Baird & Co.

REQUIREMENTS OF THE TRUTH IN TAXATION HEARING

- The 2022 Pay 2023 Proposed Property Tax Levy
  - Proposed Changes
  - Specific Purposes for Changes
- Current Year Budget
  - Distribution of Revenues by Revenue Source
  - Spending by Program Area
- Public Comments and Questions

Minnesota Statute 275.065

School District Levy and School District Funds

School District Levy

- Taxes levied in the fall of 2022 are payable and collected in 2023
- District Revenue for 2023-2024 school year
- Fiscal year 2024

School District Funds

General Fund Levy

A. Based on student enrollment

Community Education Fund Levy

A. Based on the population of the District

1. Includes basic community education revenue, youth services and after school revenue
2. Early childhood family education levy is based on number of children under 5 years of age in district

School District Levy and School District Funds

School District Funds (continued)

Debt Service Fund Levy

A. Based on annual debt retirement schedules

1. Annual levy is what is needed to pay principal and interest payments of bonded debt plus 5%
2. A calculation is done annually by the Minnesota Department of Education to determine level of fund balance
    a. If over cap of 5% a levy reduction will be made to bring debt fund balance to the 5% over levy requirement
3. Debt Service Fund may be composed of voter-approved bonds, as well as non-voter approved bonds such as abatement bonds, alternative facilities bonds, capital equipment notes, capital facilities bonds and long-term facilities maintenance bonds

How will your payable 2023 School Taxes be spent?

	Percent
General Fund Provides funding for district regular and special education instructional programs including but not limited to support services, transportation, instructional, athletic, and operational equipment, technology, building maintenance, etc.	**38.50%**
Community Education Fund Funding for Community Education programs Early Childhood Family Education and School Readiness	**2.40%**
Debt Service Fund Levy for repayment of principal and interest on District debt	**59.10%**
Total Levy before credits and exclusions:	**100.00%**

The School District Levy is changing by

$873,087.04
Or
2.03%

Source: MDE Levy Limitation and Certification Report for taxes payable 2023 (page 30 of 39)

SCHOOL DISTRICT BUDGET

CURRENT SCHOOL YEAR
2022-2023

Duluth
Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
COMPOSITE BUDGET

REVENUES

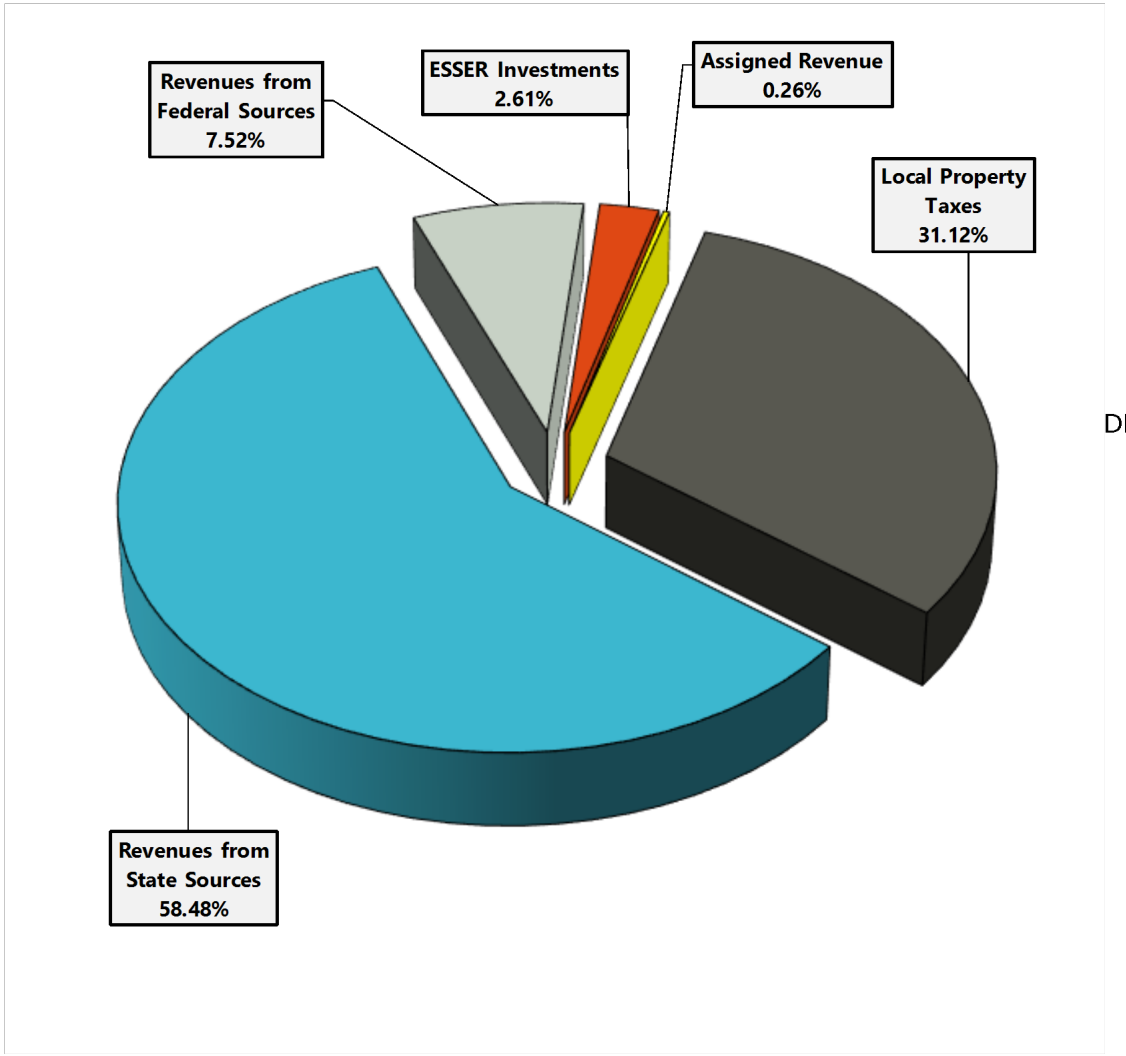
	GENERAL FUND	FOOD SERVICE	COMMUNITY SERVICE FUND	DEBT SERVICE FUND	TRUST FUND	DENTAL INTERNAL SERVICE FUND	STUDENT ACTIVITY FUND	TOTAL
Local Property Taxes	23,254,915	1,210,000	2,325,000	20,852,327	258,575	917,000	1,341,256	47,642,242
Revenues from State Sources	84,606,949	195,000	2,594,000	2,127,064				89,523,012
Revenues from Federal Sources	5,738,555	2,580,000	3,195,000					11,513,555
ESSER Investments	4,000,000							4,000,000
Assigned Revenue	400,000							400,000
Totals	118,000,418	3,985,000	8,114,000	22,979,391	258,575	917,000	1,341,256	153,078,809

EXPENSES

	GENERAL FUND	FOOD SERVICE	COMMUNITY SERVICE FUND	DEBT SERVICE FUND	TRUST FUND	DENTAL INTERNAL SERVICE FUND	STUDENT ACTIVITY FUND	TOTAL
Wages and Salaries	66,848,315	1,334,143	4,337,330					72,519,787
Employee Benefits	30,367,314	764,766	2,085,651		250,000	865,000		33,217,731
Purchased Services	10,954,945	113,450	1,375,000			59,000	810,961	12,443,395
Supplies	4,903,406	2,176,388	595,000				504,555	7,674,794
Capital Expenditures	4,845,698	25,000	85,000					4,955,698
Debt				24,691,485				24,691,485
Other	83,300	13,600	180,000				25,740	276,900
Totals	118,002,978	4,427,347	8,657,981	24,691,485	250,000	924,000	1,341,256	155,779,789

BUDGET BALANCE	(2,560)	(442,347)	(543,981)	(1,712,094)	8,575	(7,000)	-	(2,700,981)

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
REVENUE BY SOURCE



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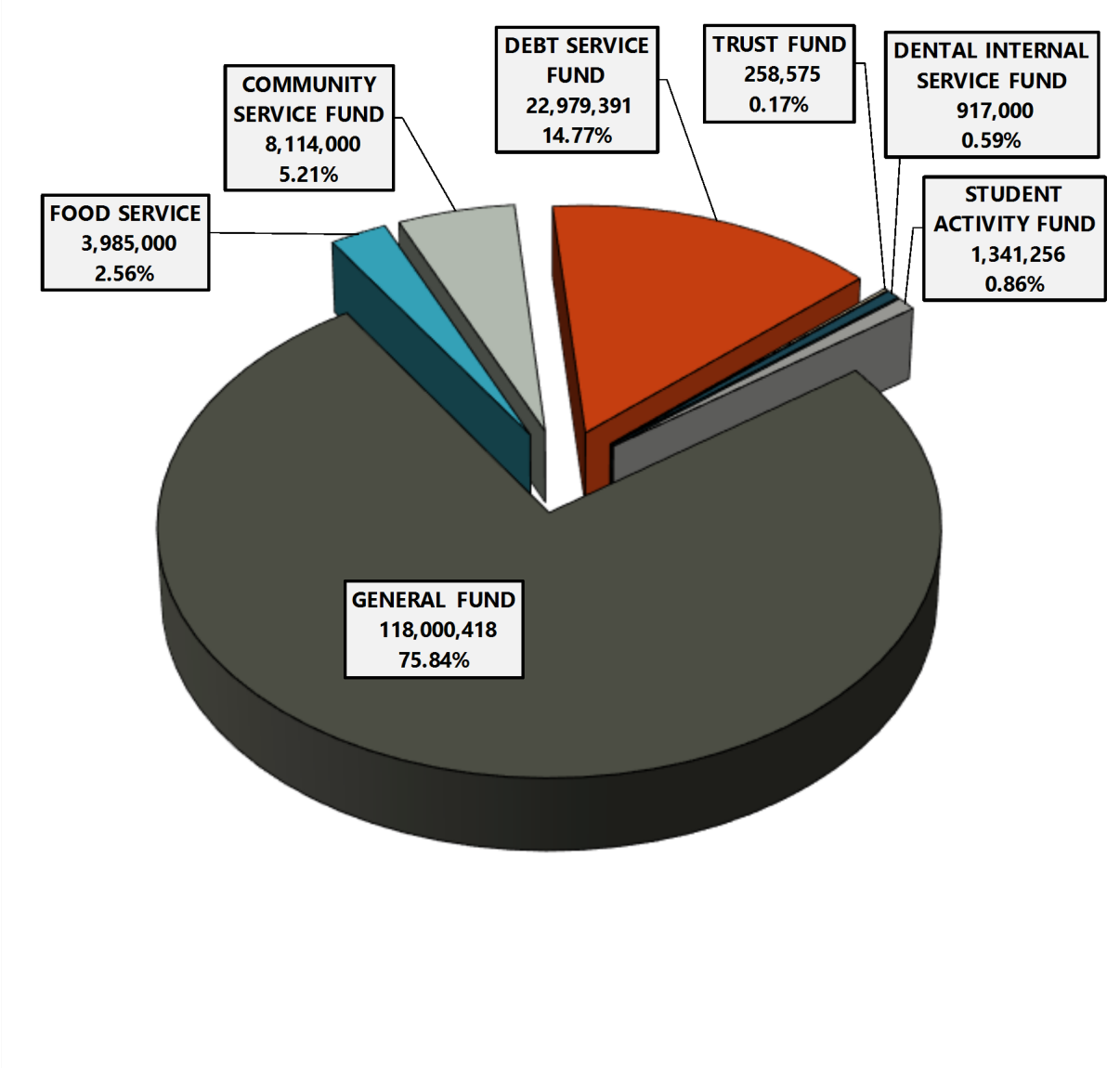
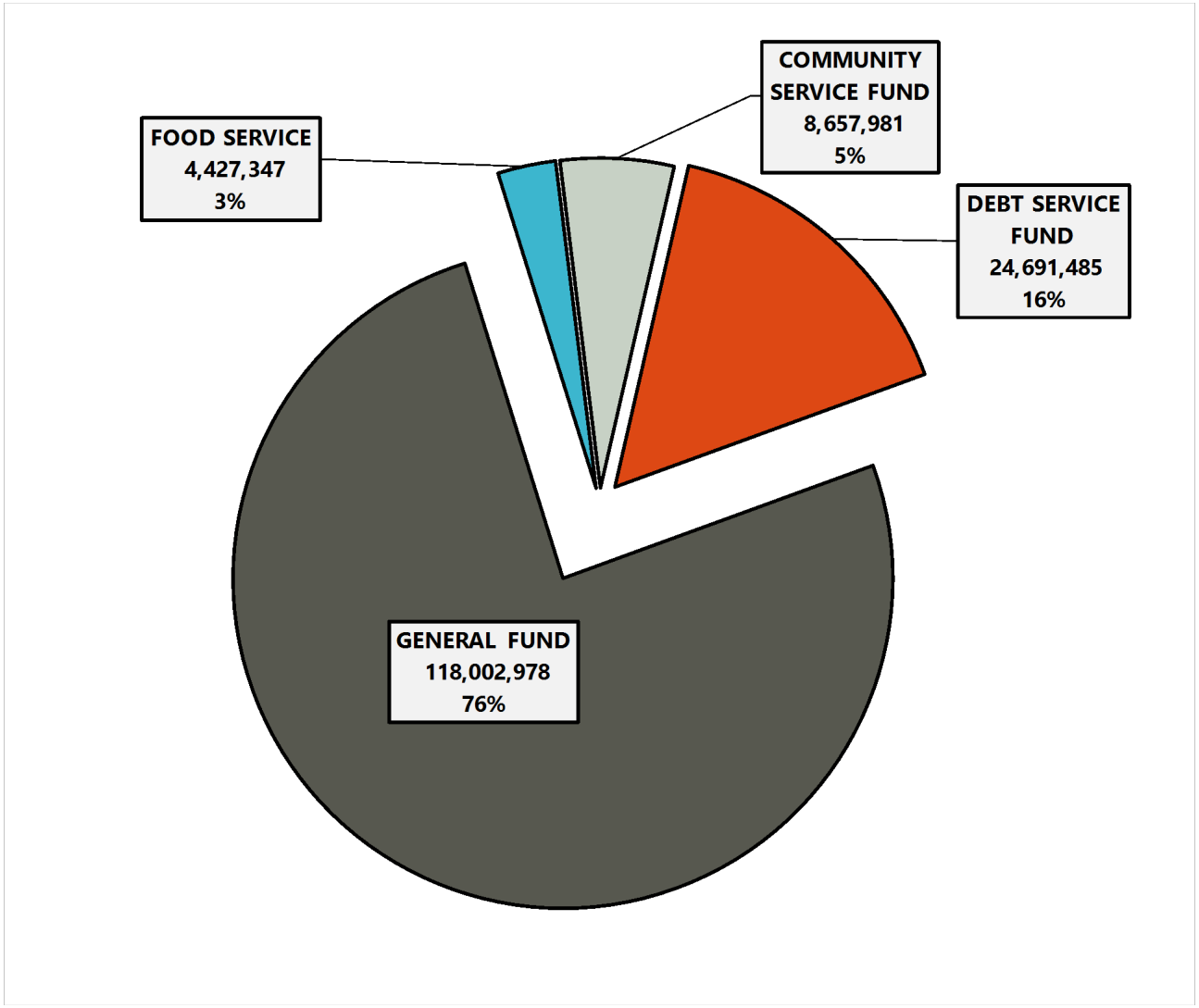
Duluth Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
REVENUE BY FUND



Duluth Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
EXPENDITURE BY FUND



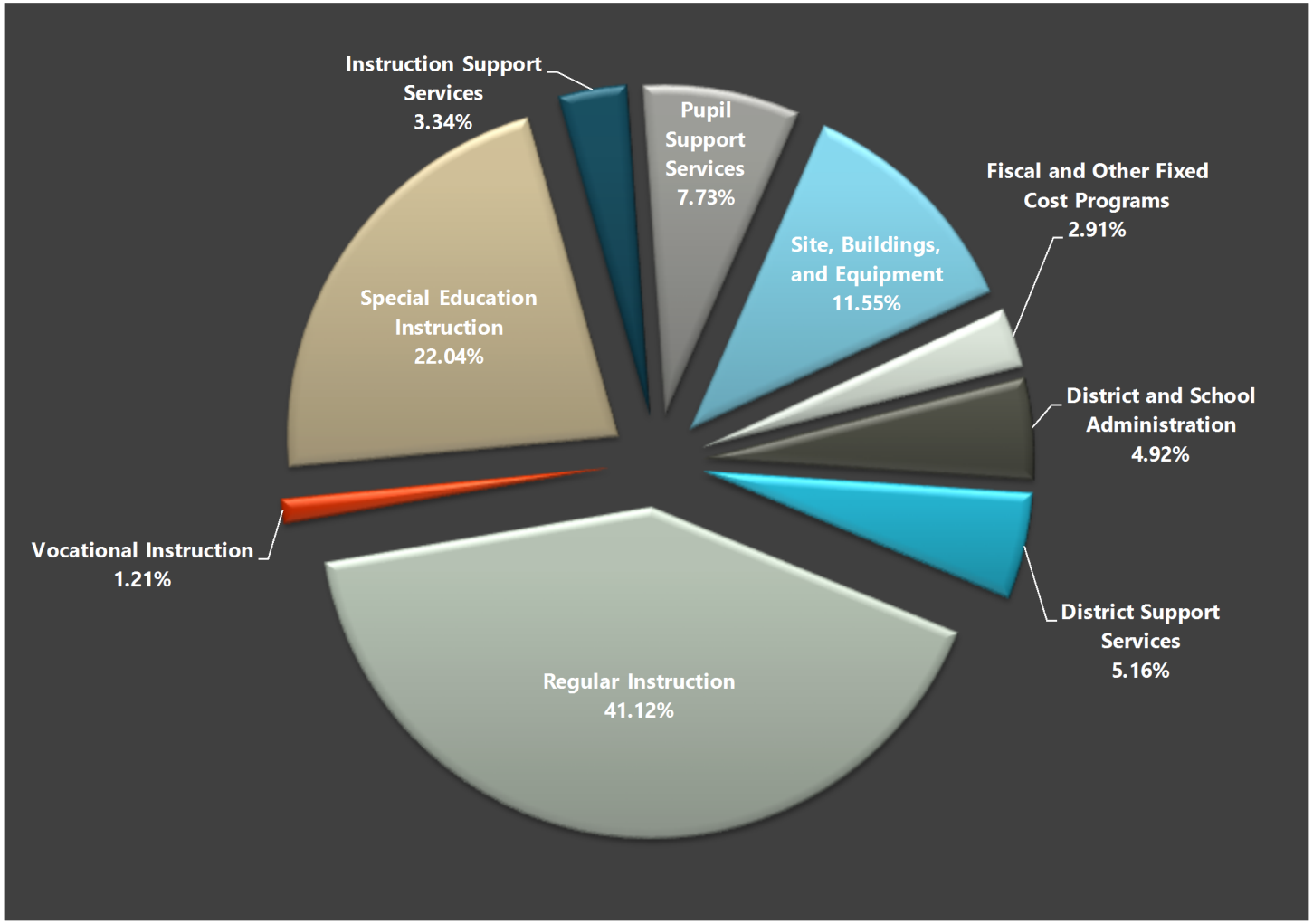
Duluth Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
GENERAL FUND PROGRAM EXPENDITURES

EXPENSES	GENERAL FUND
District and School Administration	5,804,434
District Support Services	6,092,148
Regular Instruction	48,524,286
Vocational Instruction	1,433,464
Special Education Instruction	26,011,272
Instruction Support Services	3,940,421
Pupil Support Services	9,127,193
Site, Buildings, and Equipment	13,632,971
Fiscal and Other Fixed Cost Programs	3,436,791
TOTAL EXPENDITURES	**$118,002,979**

Duluth
Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
GENERAL FUND PROGRAM EXPENDITURES



Duluth Public Schools

Local Financial Reminders

November 6, 2018 Operating Levy Referendum

Question 1: Renewal of $371.78 Per Pupil of Current Authority	Question 2: Increase Authority by $575 Per Pupil	Question 3: Increase Authority by an Additional $335 Per Pupil
Result: PASS	Result: PASS	Result: FAIL
Yes Votes: 32,248 or 73.27%	Yes Votes: 23,805 or 53.92%	Yes Votes: 21,387 or 48.65%
No Votes: 12,314 or 27.63%	No Votes: 20,346 or 46.08%	No Votes: 22,575 or 51.35%

Duluth Public Schools

Local Financial Reminders Continued

November 6, 2018 Operating Levy Referendum

New Authority effective taxes payable 2019 and be applicable for 10 years

Last year of collection for current operating levy authority is taxes payable 2028 / FY 2029

In Taxes Payable 2023, this authority generated $5,651,777.08 in revenue

Local Financial Reminders - *continued*

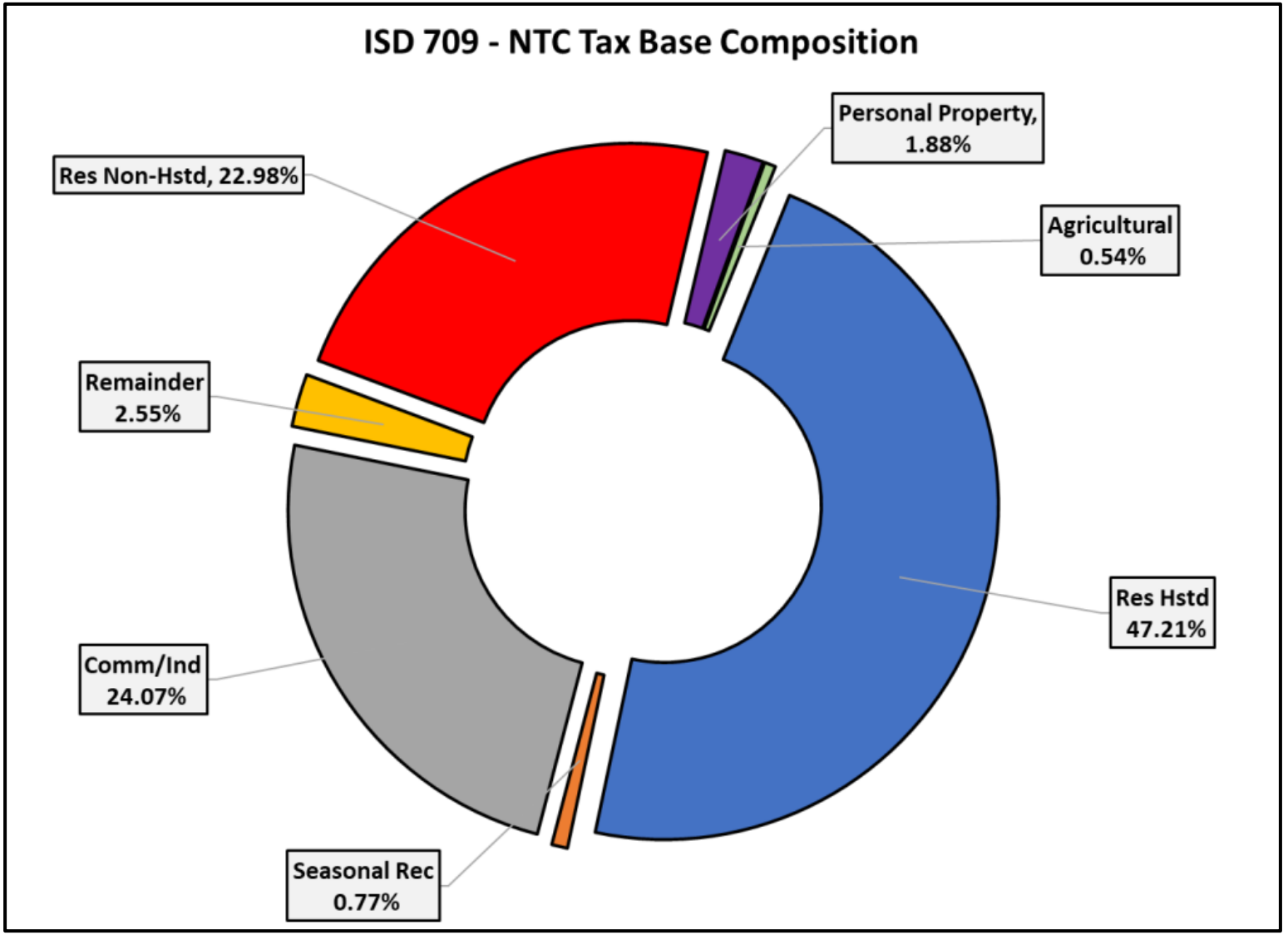
- Student Enrollment Information

AVERAGE DAILY MEMBERSHIP (ADM)

Grade	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K (total) + EC	833.29	785.96	724.76	729.81	819.79	797.02	830.04	737.24	756.32
1	652.69	704.31	647.13	636.59	602.43	644.98	641.06	588.40	614.82
2	653.92	628.66	673.36	622.13	617.88	591.03	637.68	574.16	597.78
3	650.09	630.00	606.88	662.99	624.05	597.55	572.54	597.62	590.84
4	599.45	630.27	593.91	582.37	646.85	620.48	589.52	507.84	605.84
5	611.12	581.88	605.06	586.63	570.25	621.52	619.65	540.73	516.78
6	507.52	557.25	545.60	551.39	572.48	571.29	610.70	542.05	561.90
7	633.93	526.02	555.44	567.26	579.71	584.07	589.04	581.07	593.59
8	554.58	611.60	547.75	551.08	586.18	576.26	622.87	555.74	587.95
9	639.75	681.65	694.90	647.17	668.14	707.65	697.70	695.44	658.15
10	699.47	634.01	670.54	696.38	634.02	660.50	711.16	650.09	690.45
11	636.78	674.09	602.20	619.99	664.72	609.90	646.82	672.61	638.94
12	680.42	634.81	647.49	612.03	628.87	646.91	602.23	621.11	668.29
Total ADM	**8,353.01**	**8,280.51**	**8,115.02**	**8,065.82**	**8,215.37**	**8,229.16**	**8,371.01**	**7,864.10**	**8,081.65**
Elementary ADM 1-6	3,674.79	3,732.37	3,671.94	3,642.10	3,633.94	3,646.85	3,671.15	3,350.80	3,487.96
Secondary ADM 7-12	3,844.93	3,762.18	3,718.32	3,693.91	3,761.64	3,785.29	3,869.82	3,776.06	3,837.37
Total Adjusted Pupil Units	9,122.00	9,032.95	8,858.68	8,804.60	8,967.70	8,986.22	9,144.97	8,619.31	8,849.12

Estimated Pay 2023 Tax Base Composition

115



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Duluth Public Schools

HOW ARE STATE AID AND LOCAL LEVIES DETERMINED?

AUTHORITY FOR SCHOOL LEVIES

A SCHOOL DISTRICT TAX LEVY MAY BE EITHER:

SET BY STATE FORMULA

OR

VOTER APPROVED

DULUTH PUBLIC SCHOOLS
GENERAL FUND
GROSS LEVY COMPARISON

		ACTUAL 2021 PAY 2022	PROPOSED 2022 PAY 2023	DOLLAR DIFFERENCE
	Percent Change		**-14.73%**	
1	**Referendum Levies**	5,641,924.22	5,510,617.34	(131,306.88)
2	**Local Optional Levy**	5,717,449.14	6,012,716.16	295,267.02
3	**Equity Levy**	432,793.50	426,004.00	(6,789.50)
4	**Transition Levy**	420,502.16	413,905.49	(6,596.67)
5	**Operating Capital Levy**	1,050,553.67	1,091,475.61	40,921.94
6	**OPEB**	537,211.00	(42,844.00)	(580,055.00)
7	**Reemployment Insurance**	49,996.42	168,016.60	118,020.18
8	**Safe Schools Levy**	322,167.96	305,514.72	(16,653.24)
9	**Career & Technical Levy**	262,185.24	262,185.24	0.00
10	**Achievement & Integration Levy**	484,206.55	481,925.10	(2,281.45)
11	**Long Term Facilities Levy**	3,544,244.24	815,196.69	(2,729,047.55)
12	**Building Lease Levy**	1,295,992.23	1,401,621.00	105,628.77
13	**Tree Growth**	1,914.04	1,914.04	0.00
14	**Abatement**	67,667.39	59,362.14	(8,305.25)
	TOTAL GROSS LEVY	**$19,828,807.76**	**$16,907,610.13**	**(2,921,197.63)**

Duluth Public Schools

DULUTH PUBLIC SCHOOLS
COMMUNITY EDUCATION
GROSS LEVY COMPARISON

	Percent Change	**1.33%**	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
1 **Basic Community Ed. Levy**	$662,477.15	$662,477.15	$0.00
2 **Early Childhood Levy**	258,677.87	278,636.50	19,958.63
3 **Adults with Disabilities Levy**	28,968.51	22,309.51	(6,659.00)
4 **School Age Care Levy**	90,000.00	90,000.00	0.00
5 **Home Visit Levy**	10,683.27	12,697.25	2,013.98
6 **Abatements**	3,937.38	2,613.62	(1,323.76)
TOTAL GROSS LEVY	$1,054,744.18	$1,068,734.03	$13,989.85

DULUTH PUBLIC SCHOOLS
DEBT SERVICE
GROSS LEVY COMPARISON

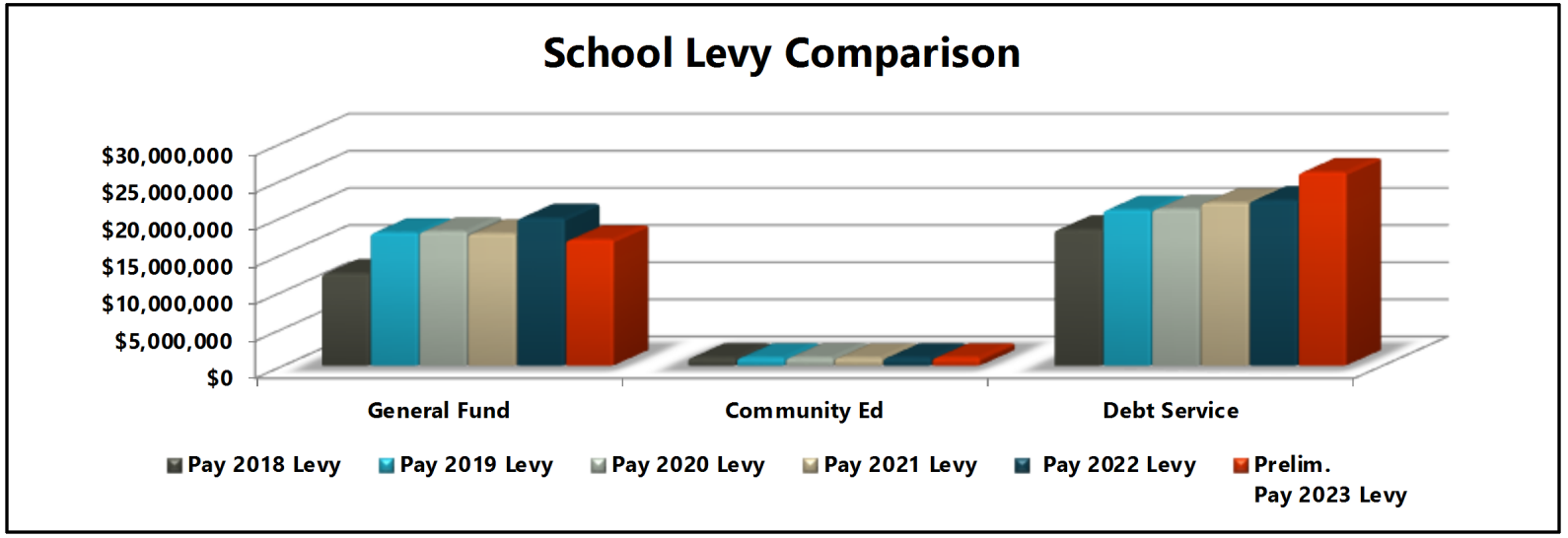
	Percent Change	**17.03%**	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
1 **Required Debt Service Levy**	$16,980,632.00	$17,318,852.00	$338,220.00
2 **Long Term Facilities Debt Service Levy**	6,933,788.92	9,314,906.36	2,381,117.44
3 **Debt Excess**	(1,809,360.62)	(724,159.33)	1,085,201.29
3 **Abatements**	97,267.59	73,023.68	(24,243.91)
TOTAL GROSS LEVY	22,202,327.89	25,982,622.71	3,780,294.82

DULUTH PUBLIC SCHOOLS
ALL FUNDS
GROSS LEVY COMPARISON

	Percent Change	2.03%	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
General Fund	$19,828,807.76	$16,907,610.13	($2,921,197.63)
Community Education Fund	1,054,744.18	1,068,734.03	13,989.85
Debt Service Fund	22,202,327.89	25,982,622.71	3,780,294.82
TOTAL GROSS LEVY	**43,085,879.83**	**43,958,966.87**	**873,087.04**

DULUTH PUBLIC SCHOOLS
SCHOOL PORTION of PROPERTY TAX LEVY

Total Pay 2018 Levy = $31,697,855.86
Total Pay 2019 Levy = $39,837,624.11
Total Pay 2020 Levy = $40,089,645.79
Total Pay 2021 Levy = $40,663,003.06
Total Pay 2022 Levy = $43,085,879.83
Total Prelim. Pay 2023 Levy = $43,958,966.87



	Pay 2018 Levy	Pay 2019 Levy	Pay 2020 Levy	Pay 2021 Levy	Pay 2022 Levy	Prelim. Pay 2023 Levy
General Fund	12,382,425.63	17,872,105.08	18,024,526.72	17,739,246.90	19,828,807.76	$16,907,610.13
Community Ed	1,047,799.46	1,045,278.73	1,050,895.81	1,039,985.60	1,054,744.18	1,068,734.03
Debt Service	18,267,630.77	20,920,240.30	21,014,223.26	21,883,770.56	22,202,327.89	25,982,622.71
Total Levy	**31,697,855.86**	**39,837,624.11**	**40,089,645.79**	**40,663,003.06**	**43,085,879.83**	**43,958,966.87**

Duluth Public Schools

WHAT ARE THE MAIN VARIABLES THAT MAY CAUSE PROPERTY TAX INCREASES AND DECREASES?

1. **Changes in market values**
2. **Changes in class rates/history**
3. **Market value exclusion**
4. **Voter approved referendums**
5. **State adjustments**

   (i.e. Ag2School Tax Credit Program)
6. **New programs authorized or mandated by legislature**

(i.e. Long-Term Facilities Maintenance [LTFM] Revenue Program)

CHANGES IN MARKET VALUE

The market values are final and are not a subject for the upcoming budget hearings. They were discussed at the local County Board of Review and County Board of Equalization hearings held earlier this year. The final taxable market values may reflect a reduction under the limited value law. If this property is a qualifying homestead, the final taxable market values may exclude improvements which you made to this property.

DULUTH PUBLIC SCHOOLS
TAX BASE HISTORY

Assessment Year	Taxes Payable	RMV - Referendum Market Value	% Change	NTC - Net Tax Capacity	% Change
2022	**2023**	9,976,912,185	15.727%	112,996,821	15.820%
2021	**2022**	8,621,046,488	5.020%	97,562,108	4.894%
2020	**2021**	8,208,989,331	4.420%	93,009,780	5.424%
2019	**2020**	7,861,546,141	5.796%	88,224,893	5.735%
2018	**2019**	7,430,848,653	4.865%	83,439,718	5.087%
2017	**2018**	7,086,106,061	5.030%	79,400,393	4.609%
2016	**2017**	6,746,712,710	4.029%	75,901,967	4.741%
2015	**2016**	6,485,412,360	3.365%	72,466,411	4.942%
2014	**2015**	6,274,290,486	2.338%	69,053,594	2.615%
2013	**2014**	6,130,955,276	1.969%	67,293,718	2.583%
2012	**2013**	6,012,560,140	-1.641%	65,599,036	-1.555%
2011	**2012**	6,112,867,250		66,635,215	

Source: Preliminary Pay 2023 figures are from the St. Louis County Auditor

State Legislative change in the Market Value Homestead credit to Homestead Market Value Exclusion

- The 2011 Legislature repealed the Homestead Market Value Credit (the homestead credit) and replaced it with a new Homestead Market Value Exclusion.

- The exclusion began for property taxes payable in 2012 and continues for taxes payable in 2023.

Pay 2022 vs. Pay 2023 School Portion of Tax

127

0%

DATA BELOW ASSUMES NO CHANGE IN PROPERTY VALUE

Type of Property	Estimated Market Value - Taxes Payable 2022	Estimated Market Value - Taxes Payable 2023	Actual Pay 2022 School Portion of Taxes	Preliminary Pay 2023 School Portion of Taxes	Estimated Tax Increase / (Decrease) - Pay 2022 vs Pay 2023	Estimated Percent Change
Residential Homestead	100,000	100,000	368.87	324.68	(44.18)	-11.98%
	125,000	125,000	490.36	431.72	(58.64)	-11.96%
	150,000	150,000	612.16	539.04	(73.13)	-11.95%
	175,000	175,000	733.65	646.07	(87.58)	-11.94%
	200,000	**200,000**	**855.46**	**753.39**	**(102.07)**	**-11.93%**
	225,000	225,000	976.94	860.42	(116.52)	-11.93%
	250,000	250,000	1,098.75	967.74	(131.01)	-11.92%
	275,000	275,000	1,220.24	1,074.77	(145.47)	-11.92%
	300,000	300,000	1,342.04	1,182.09	(159.96)	-11.92%
	400,000	400,000	1,828.63	1,610.79	(217.84)	-11.91%
	500,000	500,000	2,290.53	2,017.68	(272.85)	-11.91%
Commercial Industrial	250,000	250,000	1,699.05	1,498.17	(200.88)	-11.82%
	500,000	500,000	3,635.43	3,206.05	(429.38)	-11.81%
	1,000,000	1,000,000	7,508.20	6,621.81	(886.39)	-11.81%
	2,500,000	2,500,000	19,126.50	16,869.09	(2,257.41)	-11.80%
Seasonal Recreational	250,000	250,000	791.12	699.04	(92.08)	-11.64%
	500,000	500,000	1,582.23	1,398.08	(184.15)	-11.64%
	750,000	750,000	2,571.13	2,271.88	(299.25)	-11.64%
	1,000,000	1,000,000	3,560.03	3,145.68	(414.34)	-11.64%

41

Pay 2022 vs. Pay 2023 School Portion of Tax

128

16%

DATA BELOW ASSUMES A 16% CHANGE IN PROPERTY VALUE

Type of Property	Estimated Market Value - Taxes Payable 2022	Estimated Market Value - Taxes Payable 2023	Actual Pay 2022 School Portion of Taxes	Preliminary Pay 2023 School Portion of Taxes	Estimated Tax Increase / (Decrease) - Pay 2022 vs Pay 2023	Estimated Percent Change
Residential Homestead	100,000	116,000	368.87	393.16	24.30	6.59%
	125,000	145,000	490.36	517.46	27.10	5.53%
	150,000	174,000	612.16	641.76	29.59	4.83%
	175,000	203,000	733.65	766.05	32.40	4.42%
	200,000	**232,000**	**855.46**	**890.35**	**34.89**	**4.08%**
	225,000	261,000	976.94	1,014.64	37.70	3.86%
	250,000	290,000	1,098.75	1,139.22	40.47	3.68%
	275,000	319,000	1,220.24	1,263.51	43.28	3.55%
	300,000	348,000	1,342.04	1,387.81	45.77	3.41%
	400,000	464,000	1,828.63	1,872.41	43.78	2.39%
	500,000	580,000	2,290.53	2,396.43	105.90	4.62%
Commercial Industrial	250,000	290,000	1,699.05	1,771.43	72.38	4.26%
	500,000	580,000	3,635.43	3,752.57	117.14	3.22%
	1,000,000	1,160,000	7,508.20	7,714.85	206.65	2.75%
	2,500,000	2,900,000	19,126.50	19,601.70	475.20	2.48%
Seasonal Recreational	250,000	290,000	791.12	810.89	19.77	2.50%
	500,000	580,000	1,582.23	1,677.70	95.46	6.03%
	750,000	870,000	2,571.13	2,691.30	120.18	4.67%
	1,000,000	1,160,000	3,560.03	3,704.91	144.89	4.07%

42

Whereas, Pursuant to Minnesota Statutes the School Board of Independent School District No. 709, Duluth, Minnesota, is authorized to make the following proposed tax levies for general purposes:

General Fund	$ 16,907,610.13
Community Services	$ 1,068,734.03
Debt	$ 25,982,622.71
Total Proposed Tax Levy	$ 43,958,966.87

Now Therefore, Be it resolved by the School Board of Independent School District No. 709, Duluth, Minnesota, that the levy to be levied in 2022 to be collected in 2023 is set at $43,958,966.87. The clerk of the ISD 709 School Board is authorized to certify the proposed levy to the County Auditor of St. Louis County, Minnesota.

Public Comments and Questions?

Duluth Public Schools

R E S O L U T I O N

RESOLUTION REESTABLISHING PRECINCTS AND POLLING PLACES FOR THE DULUTH PUBLIC SCHOOL DISTRICT IN 2023

WHEREAS, the precinct boundaries of the Duluth Public School District (District) which consists of the territories of the City of Duluth, City of Rice Lake, Normana, North Star & Unorg 23, Gnesen & Unorg 2, and Lakewood Townships remain as listed below following state legislative redistricting; and

WHEREAS, the District reestablishes these precincts with those boundaries as required by Minnesota Statutes 204B.14, subdivision 3(c); and

WHEREAS, the District will utilize the polling places for the City of Duluth as authorized by the City of Duluth which are currently located here:

1 - St. Michael's Catholic Church (lower level) 4901 East Superior Street
2 - Lakeside Presbyterian Church (lower level) 4430 McCullough Street
3 - Lutheran Church of the Good Shepherd (lower level) 1325 North 45th Avenue East
4 - Faith Lutheran Church Bldg. (lower level) 1814 North 51st Avenue East
5 - Lakeview Covenant Church (lower level) 1001 Jean Duluth Road
6 - Woodland Community Club 3211 Allendale Avenue
7 - Glen Avon Presbyterian Church (lower level) 2105 Woodland Avenue
8 - Duluth Congregational Church (lower level) 3833 East Superior Street
9 - Pilgrim Congregational Church (lower level) 2310 East Fourth Street
10 - U.M.D. Kirby Student Center 1120 Kirby Drive
11 - Vineyard Christian Fellowship (auditorium) 1533 West Arrowhead Road
12 - Unitarian Universalist Congregation of Duluth 835 West College Street
13 - Mt. Olive Lutheran Church (lower level) 2012 East Superior Street
14 - First Lutheran Church (lower level) 1100 East Superior Street
15 - Peace United Church of Christ 1111 North 11th Ave. East
16 - First United Methodist Church (Lakeview social hall) 230 East Skyline Parkway
17 - Washington Center (gymnasium) 310 North 1st Avenue West
18 - Lafayette Square (upper level) 3026 Minnesota Avenue
19 - Duluth Public Library (Green Room) 520 West Superior Street
21 - Lincoln Park Senior Center (lower level) 2014 West Third Street
22 - Holy Cross Lutheran Church 410 North Arlington Avenue
23 - Shepherd of the Hills Lutheran 802 Maple Grove Road
Church (fellowship hall)
24 - Christ Lutheran Church (rear lower level entrance) 2415 Ensign Street
25 - St. Lawrence Church 2410 Morris Thomas Road
26 - Holy Family Catholic Church 2430 West Third Street
27 - Harrison Community Club 3002 West Third Street
28 - City Center West 5830 Grand Avenue
29 - Our Savior’s Lutheran Church (lower level) 4831 Grand Avenue
30 - Elim Lutheran Church (social hall) 6101 Cody Street
31 - Zenith Terrace Community Center 2 Foxtail Avenue
32 - Asbury United Methodist Church (lower level) 6822 Grand Ave
33 - Goodfellowship Community Center (warming area) 1242 88th Avenue West
34 - Gary New Duluth Community Recreation Center 801 101st Avenue West

WHEREAS, the polling places for the City of Rice Lake, Normana, North Star & Unorg 23, Gnesen & Unorg 2, and Lakewood Townships in the state of Minnesota remain at the following:

1 - City of Rice Lake City Hall 4107 Beyer Road
2 - Normana Town Hall 6472 French River Road
3 - North Star Township Hall 7700 Pequaywan Lake Road
4 - Gnesen Community Center 6356 Howard Gnesen Road
5 - Lakewood Town Hall 3110 Strand Road

the District hereby reestablishes these locations as the designated polling places for these precincts in accordance with Minnesota Statutes 204B.16.

R E S O L U T I O N

Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the Intersection of E. Superior Street and Congdon Park Drive in the City of Duluth

RESOLVED, that the city of Duluth ("city") act as the legal sponsor for the transportation alternative project as contained in the 2022 grant applications to be submitted prior to January 13, 2023, and that the mayor and clerk are hereby authorized to apply to the Minnesota Department of Transportation, Federal Highway Administration for a grant not to exceed $600,000 for funding of campus connector segment six shared use path;

FURTHER RESOLVED, that the city has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate project administration;

FURTHER RESOLVED, that if awarded the funding, the school district commits to provide any permanent easements at the Congdon Park Elementary School;

FURTHER RESOLVED, that the mayor and clerk are hereby authorized to execute such documents as are necessary to implement the project on behalf of the city.

RESOLUTION

Authorized Bank Account Signer – December 2022

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	**Banking Institution**	**Account Number**	**Addition of Authorized Signer**	**Removal of Authorized Signer**
Community Ed	Harbor Pointe Credit Union	XXXX9	Lauren Ballmer Jeremy Rupp	Cindy McLeod

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
Stowe ES	Joanne Regan	In-kind		Handknit scarves and headbands for students
Stowe ES	Adelle Wellens	In-kind		Warm winter accessories & treats for teachers/staff lounge
Stowe ES	Susan Coen	In-kind	5th Graders	
Stowe ES	Ashley McArthur	In-kind		Misc. books and toys
Piedmont ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Laura MacArthur ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Condgon ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Congdon ES	Lutheran Church of the Good Shepherd	In-kind		Donation of snacks for students
Lester Park ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Homecroft ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lakewood ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge

Myers-Wilkins ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lowell ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Area Learning Center	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Area Learning Center	A&L Properties	In-kind	Holiday Auction	Craftsman home tool kit/mechanics tools kit, 57-piece (For the Holiday Auction)
Rockridge Academy	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Duluth Adult Education	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Ordean East MS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lincoln Park MS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lincoln Park MS	Hillary Brooks	In-kind		Donation of two gently used violins
Denfeld HS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Denfeld HS	Irving Community Association	$1,000.00	Jazz Band	
East HS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
East HS	Roger & Nancy Ralston	$200.00	Duluth East High School Orchestra	
Duluth Head Start	Jane Killough	$50.00	Duluth Head Start	

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
Citadel Funding	Tom Tusken	Denfeld High School	$5,000	AP computer science course for 2023-24, prioritize teacher professional development in the summer prior to the start of school.
Greater Denfeld Foundation Grant	Geraldine Davidson	Denfeld High School	$960	The funds will be used to purchase the supplies needed to create under computer desk bookshelves to create extra storage for classroom textbooks that are stored in the library.

HUMAN RESOURCES ACTION ITEMS FOR: December 20, 2022

CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ARDREN, RACHAEL J	GRADE 4/CONGDON PARK, (BA) III 3	08/29/2022	
BASTIAN, MISTY J	OCCUPATIONAL THERAPIST/DW, (MA) IV 9	11/14/2022	
BJORSEN, ANNA M	SCIENCE TEACHER/LINCOLN PARK, (BA) III 5	09/01/2022	
CHRISTIANSEN, SHERRY A	SPANISH TEACHER/EAST/LINCOLN, (BA+30) III 8	08/29/2022	
DERRICK, JENNIFER T	SPEC ED RESIDENTIAL/MERRITT CREEK, (MA) IV 9	11/02/2022	
ELIASON, KAITLYN J	SPEECH LANGUAGE PATHOLOGIST/DW, (MA) IV 2, NEW POS	12/05/2022	
EVANS, MARAH E	SPEC ED SOCIAL WORKER/DW, (MA+30) IV 3	11/28/2022	
GEISSLER, EMILY I	SPEC ED TEACHER/EAST, (MA) IV 9	09/30/2022	
JOHNSON, BENJAMIN J	LTS SOCIAL STUDIES/EAST, (BA) III 3, S RICE	09/07/2022	
LENNEMAN, LOGAN C	BUSSINESS ED TEACHER/LINCOLN PARK, (BA) III 1	08/29/2022	
LONG, CATHERINE G	ALT TO SUSPENSION COORD/DENFELD, (MA) IV 9	11/07/2022	
NELSON, TIMOTHY W	ART TEACHER TOSA/ALC, (MA) IV 9	08/29/2022	
OSTRAND, EMILY J	SPEC ED SPEECH PATHOLOGIST/DW, (MA) IV 2	11/14/2022	
PELKEY, RYAN J	LTS SPECIAL ED TEACHER/DENFELD, (BA) III 1, P.CHESELSKI	11/21/2022	
RAPP, ALYSSA B	PRESCHOOL TEACHER/LOWELL, (MA) IV 2	11/07/2022	
STONEBURNER, TINA M	SPEC ED/LAURA MACARTHUR, (MA) IV 9	11/07/2022	

CERT RETIREMENT	POSITION	EFFECTIVE DATES
PARO-STROTHER, DAWN R	GRADE 6/ORDEAN EAST-RESCINDED	

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
BERGSTEDT, STACY M	FOOD SERVICE SUPERVISOR/DW, $1,124/WK	12/01/2022	
CAPISTRANT-KINNEY, ELSA H	INSTRUCTIONAL PARA/LAURA MACARTHUR, 19/38WKS, $15.31/HR	11/14/2022	
COOKE, GAIL C	NUTRITIONAL ASST/LAKEWOOD, 20/38WKS, $13.22/HR	11/28/2022	
ELSTAD, JODI R	NUTRITIONAL ASST/DW, 30/38WKS, $13.22/HR	11/28/2022	
GEISSLER, SUSAN K	BUS DRIVER/TRANSPORTATION, 25/38WKS, $19.54/HR	11/09/2022	
LEE, MARY F	SPEC ED PARA/CHESTER CREEK, 25/38WKS, $19.77/HR	11/30/2022	
LUTHER, JACKSON A	SPECIAL ED PARA/MERRITT CREEK, 31.25/38WKS, $18.61/HR	10/24/2022	1/2/2023
PREBEG, BRITTANY K	SPEC ED PARA/CONGDON PARK, 31.25/38WKS, $17.77/HR	12/01/2022	
RUPP, JEREMYJ	COMMUNITY EDUCATION COORDINATOR	10/17/2022	
SOLEM, ROSE E	PRESCHOOL PARA/PIEDMONT, 23/38WKS, $17.77/HR	11/30/2022	
SZUKIS, KIRK TW	SPECIAL ED PARA/DENFELD, 32.5/38WKS, $19.86/HR	10/31/2022	
WIGHT, KATELYN A	SPECC ED PARA/CHESTER CREEK, 31.25/38WKKS, $18.74/HR	10/17/2022	

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
FIEDLER, KARA A	SPEC ED PARAPROFESSIONAL/DISTRICT WIDE	11/18/2022
LEE, YU L	SPEC ED PARAPROFESSIONAL/MYERS WILKINS	11/11/2022
MAXIM, GALEN M	SPEC ED PARAPROFESSIONAL/PIEDMONT	11/18/2022
NOVITSKI, FRANK E	BUS DRIVER II/TRANSPORTATION	12/14/2022
PIETRUSA, AMBER	BENEFITS COORDINATOR/UHG	12/01/2022

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
LOWE, RUSSELL R	SCHOOL CUSTODIAN II/LINCOLN PARK	2/1/2023

NON CERT LEAVE OF ABSENCE	POSITION		
GEISSLER, SUSAN K	SATELLITE MANAGER I/LINCOLN PARK - TO SERVE AS BUS DRIVER	11/28/2022	
KALWITE, MICHELLE R.U.	NUTRITION SERVICES ASSISTANT/EAST	12/02/2022	12/09/2022
PERRAULT, JUDITH I	NUTRITION SERVICES ASSISTANT/EAST	01/17/2023	01/20/2023
SISLO, BETTY R	CHILD NUTRITION AREA SITE SUPV/DW	01/09/2023	01/09/2024
WATCZAK, JAMES F	NUTRITION SERVICES ASSISTANT/LOWELL	01/30/2023	02/17/2023

NON CERT TERMINATION	POSITION	EFFECTIVE DATES
TOMECK, SOPHIA	EEA CLERICAL HR ASSISTANT/UHG	12/2/2022

DULUTH PUBLIC SCHOOLS

TITLE: EdFi Analyst/MARSS Coordinator

Title of Immediate Supervisor: Executive Director of Business Services and Finance	**Department:** Business Services	**FLSA Status**: Exempt
Accountable For (Job Titles): Clerical Level F, Clerical Level E, or Clerical Level D		**Pay Grade Assignment**: Non-Certified Business Division, Pay Class VIII

General Summary or Purpose Of Job:

Works directly with the Director of Business Services to ensure the District's student reporting activities are conducted in compliance with School Board policies and procedures, government regulations and MDE Guidance to maximize district revenue. The Analyst works independently in the study of EDFI and MARSS student reporting, processing problems, designing, updating and implementing reporting solutions using system software and self-architected spreadsheets to realize the District's maximum ADM from its investment in student instructional programs and business processes. The Analyst acts as a liaison between business services, technology, administrative staff and school staff to ensure that data integrity and integration is maintained within the District's Student Information Management Systems. The Analyst works as a team member to ensure data required by multiple users from various departments and outside agencies is accurate and accessible in a user-friendly format by designing the processing steps, and formatting the output to best meet end users' needs. The Analyst in-directly supervises enrollment, guidance and attendance staff in the specialty area of EDFI/MARSS reporting. Trains staff on student information systems and MARSS/EDFI reporting protocols, to ensure the timely, accurate completion of the district's student reporting. Consults with direct supervisors regarding staff improvement.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Serves as the subject matter expert for student data collection for state and federal reporting. Conducts quality control audits of data input into the student information systems. Maps, analyzes and evaluates student reporting processes, identifies options for improving accuracy of reporting; acts as the liaison between business services, technology and school operations staff to successfully process MARSS and EDFI student data collection and reporting.	35%

2.	Provides technical assistance to site staff and administrators in School Operations, Curriculum, Assessment, and Technology to resolve day-to-day systems and reporting problems, including specific project support or computer-based applications as related to student accounting. Resolves daily operating problems. Communicates effectively with system users regarding processes or special situations. Provides training for state reporting on both the technical and end user level.	25%
3.	Creates and maintains spreadsheets and reports related to student enrollment, demographics, mobility, general education revenue, compensatory revenue and other projects. Regularly researches, analyzes and summarizes state reports based on data collection periods for the purpose of determining the accuracy, reliability and completeness of student records and reports. Reconciles cross district funding errors. Initiates research, identifies the business or operational issues that affect the district's student reporting, recommends ways of improving the existing system and processes	25%
4.	Prepares monthly analyses of student enrollment and budgeted ADM. Develops queries and reports needed to verify information reported to state and federal agencies. Assists with preparation of annual budget as related to student enrollment projections, and applied FTE. Makes recommendations regarding project sustainability, priority and implementation using clear, concise, grammatically correct written and verbal communications to multiple levels of staff.	10%
5.	Performs other duties of a comparable level or type.	5%

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a baccalaureate degree in Business, Statistics or Computer Science and 5-8 years of progressive experience working with confidential public sector data; minimum 5-7 years professional level experience processing technical information or data in a key functional role and or a range of process and systems; two years in first level management role with responsibility to manage student reporting processes and /or database function; or an equivalent combination of education, training and experience necessary to successfully perform the essential function of the position.

Knowledge Requirements:

Requires knowledge of:

- Duluth Public Schools Operational and administrative policies
- Applicable laws, codes, regulations, standards, methods and practices related to confidential student accounting.
- Database management, technical information systems. concepts and statistical analysis

methodology for the purpose of providing practical reporting, advice and data.
- Advanced Windows based software and applications used in general office environments to enhance reporting, training and communication.
- Advanced MS Office and financial systems computer software applications skills.

Skill Requirements:

Skilled in:

- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and governmental regulations.
- Ability to write reports, business correspondence, and procedure manuals with clear and transparent instruction/documentation.
- Ability to effectively present information and respond to questions from groups of managers, client's customers and the general public; ability to transfer knowledge and skills to others using a variety of mediums as appropriate to audience
- Ability to understand, interpret, apply, and use mathematics and statistical methods and procedures typically gained through professional and post-secondary education.
- Ability to analyze/interpret data for integrity purposes, performance, and other related tasks
- Ability to research, evaluate, analyze, interpret, summarize and communicate statistical data in a timely, meaningful way.
- Ability to use persuasion, customer service and human relation skills in dealing with people both inside and outside of the organization.
- Ability to influence, instruct and negotiate with administrators, staff and peers to gain understanding, cooperation and action.
- Ability to work both independently and in team-based environments for problem solving purposes; ability to lead the work of others by monitoring, training, reviewing, and delegating tasks.
- Ability to develop and implement processes to improve district communication, student reporting and overall efficiency.
- Ability to use judgment, discretion, and initiative to address time and resource management as related to student accounting procedures.
- Ability to manage time and prioritize projects effectively.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl	√			
Talk and hear				√

DULUTH PUBLIC SCHOOLS

TITLE: EdFi Analyst/MARSS Coordinator

	Taste and smell	√			
Lift & Carry:	Up to 10 lbs.		√		
	Up to 25 lbs.		√		
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:

Classification reviewed Bjorkland., Human Resource Management Consulting

ISD 709 Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
Dec 13 2022 Committee Meeting

Dec 13, 2022 Board Meeting 12/8/2022

REVENUES	22-23 CURRENT YEAR ADOPTED BUDGET		22-23 CURRENT YEAR REVISED BUDGET	22-23 RECEIVED TO YEAR TO DATE	22-23 RECEIVED ENCUMBERED	22-23 BUDGET BALANCE
	FUND	Jul-22	JULY 22 -23	July - Sept	July -Sept	July- Sept
General	1	$ 107,743,537.86	$ 107,813,250.73	$ 29,028,355.16	$ -	$ 78,784,895.57
Food Service	2	$ 3,985,000.00	$ 3,985,000.00	$ 903,956.64	$ -	$ 3,081,043.36
Transportation	3	$ 5,900,000.00	$ 5,900,000.00	$ 1,107,312.01		$ 4,792,687.99
Community Ed	4	$ 8,114,000.00	$ 8,114,000.00	$ 2,228,479.05		$ 5,885,520.95
Operating Captial	5	$ 5,462,130.31	$ 5,462,130.31	$ 341,228.65	$ -	$ 5,120,901.66
Building Construction	6	$ -				$ -
Debt Service Fund	7	$ 22,979,390.64	$ 22,979,390.64	$ 1,869,041.28		$ 21,110,349.36
Trust Fund	8	$ 258,575.00	$ 258,575.00			$ 258,575.00
Dental Insurance Fund	20	$ 917,000.00	$ 917,000.00	$ 359,188.12	$ -	$ 557,811.88
Student Acitivity	79	$ 236,006.00	$ 236,006.00	$ 101,777.15	$ 8,424.00	$ 125,804.85
REVENUE	**TOTALS:**	**$ 155,595,639.81**	**$ 155,665,352.68**	**$ 35,939,338.06**	**$ - $ 8,424.00 $ -**	**$ 119,717,590.62**

EXPENSES	22-23 CURRENT YEAR ADOPTED BUDGET		22-23 CURRENT YEAR REVISED BUDGET	22-23 EXPENSES TO YEAR TO DATE	22-23 EXPENSES ENCUMBERED	22-23 BUDGET BALANCE
	FUND	Jul-22	JULY 22-23	July - Sept	July -Sept	July-Sept
General	1	$ 104,358,876.11	$ 104,428,588.98	$ 40,539,505.76	$ 2,820,648.29	$ 61,068,434.93
Food Service	2	$ 4,427,346.56	$ 4,427,346.56	$ 1,352,057.11	$ 1,296,163.15	$ 1,779,126.30
Transportation	3	$ 6,176,300.00	$ 6,176,300.00	$ 2,403,462.39	$ 390,785.19	$ 3,382,052.42
Community Ed	4	$ 8,658,980.50	$ 8,658,980.50	$ 2,747,157.61	$ 29,383.35	$ 5,882,439.54
Operating Captial	5	$ 8,394,018.57	$ 8,394,019.57	$ 2,740,187.03	$ 1,264,247.34	$ 4,389,584.20
Building Construction	6	$ -	$ 10,651,653.42	$ 9,672,277.82	$ 979,375.60	$ -
Debt Service Fund	7	$ 24,691,484.56	$ 24,691,484.56	$ 2,568,157.81		$ 22,123,326.75
Trust Fund	8	$ 250,000.00	$ 250,000.00	$ -		$ 250,000.00
Dental Insurance Fund	20	$ 924,000.00	$ 924,000.00	$ 362,517.83		$ 561,482.17
Student Acitivity	79	$ 414,040.00	$ 414,040.00	$ 56,887.63	$ 1,087.12	$ 356,065.25
EXPENSE	**TOTALS**	**$ 158,295,046.30**	**$ 169,016,413.59**	**$ 62,442,210.99**	**$ - $ 6,781,690.04 $ -**	**$ 99,792,511.56**

Fin 160 ESSER III	Expenses
Program 030 Admin	$ 15,000.00
Program 108 Tech	$ 1,848,862.00
Program 203 Elem	$ 624,320.45
Program 211 Secondary	$ 164,562.52
Program 805 Operations	$ 86,592.41
Program 740 Pupil Engage	$ 67,919.99
	$ 2,807,257.37

Fund 06 Building construction	Expenses
debt serv payment/prof serv course 000/000	$ 1,113,211.81
admin owner pymnt course 800	$ 5,547.53
admin design serv course 801	$ 65,645.32
admin constru mngmt course 802	$ 79,906.62
admin commissions course 803	$ 15,076.17
interior surf constr costs course 804	$ 9,125,936.52
admin site services 805	$ 120,957.17
long term lease 806	$ 1,650.00
	$ 10,527,931.14

Ex Curricular		Fund 01
Program 298	Revenue	$ 260,663.65
Program 298	Expense	$ 203,957.25

Fundraisers Reported
November 2022

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
ECFE – Districtwide	ECFE Citywide Advisory Council (parent advisory)	$1,000.00	Duluth Coffee Company sales - Money raised will support bringing The Teddy Bear Band to Duluth in March and classroom materials or fieldtrips.
East HS	Science Fair Club	$430.00	Concession Sales
Homecroft ES	5th Grade	$1,800.00	Wolf Ridge fundraising

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
218.336.8738

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services

FROM: Cathy Holman, Purchasing Coordinator

SUBJECT: BID – 1307 Data Center Colocation Services

DATE: December 2, 2022

Bids for Data Center Colocation Services were advertised in the Duluth News Tribune and sent to four (4) providers of computer and information technology support and service.

One response was received from Involta.

Bart Smith, Manager of Technology and this department reviewed the response.

It is recommended that the proposal as submitted by Involta for the five (5) year maximum bid amount of **$534, 480** be accepted. They anticipate our five (5) year cost will be less than half at $199,260, but would need to award this bid for the maximum amount of **$534,480**.

We anticipate our five (5) year cost will be less than half at $199,260 but need to award this bid for the maximum amount of **$534,480**.

The pricing breakdown for services is listed on the following page and reflects the pricing difference.

Item Description	Per Unit Non-Recurring Cost (NRC)	Per Unit Recurring Monthly Cost (MRC)	Maximum Units	Max MRC	Max Bid Value	Anticipated Units	Anticipated MRC	Anticipated Bid Value	Notes
Colocation Full Cabinet	$0.00	$625.00	4	$2,500.00	$150,000.00	3	$1,875.00	$112,500.00	Three (3) Cabinets
Fiber Pair Cross Connect	$0.00	$111.00	24	$2,664.00	$159,840.00	5	$666.00	$39,960.00	Five (5) Cross Connects
One (1) Kva of Power	$0.00	$156.00	24	$3,744.00	$224,640.00	6	$780.00	$46,800.00	Six (6) Kva of Power
Other Costs	$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	
Total Costs				$8,908.00	**$534,480.00**		$3,321.00	**$199,260.00**	

Memorandum

To: Ms. Jill Lofald / School Board

Ms. Simone Zunich / CFO Executive Director of Business Services

From: Dave Spooner

Manager of Facilities

Date: November 29, 2022

Re: CHANGE ORDER #2 - Congdon Park ES Window Restoration - St Germains Glass Inc. *School Board Approved LTFM FY21-22 Project*

Attached is Change Order #2 for Congdon Park ES Window Restoration Project - St. Germains Glass Inc.

The original contract sum for this work as defined was **$594,822.00**. Change order #1 for a sum of **$68,586.00** resulted in a new sum of **$663,408.00.** Change order #2, which was related to rotted wood nailers that were replaced and efforts to correctly size the reused window shades, both for a sum of **$9245.00**, and which will result in a new contract amount of **$672,653.00.**

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #2 on behalf of the School Board with St. Germains Glass Inc., as authorized at the regular School Board Meeting on December 20, 2022.

The new contract sum for the work defined in the agreement with St. Germains Glass Inc. is **$672,653.00.**

Attachment

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Congdon Park Window Project	Contract For: St. Germain's Glass Inc.	Change Order Number: #2-11/14/2022
3116 E Superior Street, Duluth	Date: 04/05/2021	Date: 11/14/2022
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
ISD#709 Duluth Public Schools	MRJ Consultants, LLC	St. Germain's Glass Inc.
215 North 1st Ave E.	5712 Royal Oaks Dr	212 N 40th Ave West
Duluth, MN 55802	Shoreview, MN 55126	Duluth, MN 55807

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per change order #2 request submitted 11/4/22 and approved by Dave Spooner- ISD #709 during the 2022 project.

St. Germain's letter dated 11/04/22- Time and materials to patch rotting sills and jambs for window installation $3,432.00
St. Germain's letter dated 11/04/2022- Congdon Elementary Shool Window Replacement- Room Shade modifications by Belanger Blinds. $5,813.00

Total Amount of Changes for CO#2- $9,245.00

The original Contract Price was	$	594,822.00
The net change by previously authorized Change Orders	$	68,586.00
The Contract Price prior to this Change Order was	$	663,408.00
The Contract Price will be (increased) by this Change Order in the amount of	$	9,245.00
The new Contract Price , including this Change Order, will be	$	672,653.00

The Contract Time will be (unchanged) by ( ) days.

The new date of Substantial Completion will be TO BE DETERMINED BY ALL PARTIES

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
MRJ Consultants LLC	St. Germain's Glass Inc.	ISD#709 Duluth Public Schools
SIGNATURE	SIGNATURE	SIGNATURE
Mike Johnston- President	Mike McCabe - Sales Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11/18/22	11/23/22	
DATE	DATE	DATE

05 E 435 865 368 520 000

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ST. GERMAIN'S GLASS
212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainsGlass.com

November 4, 2022

MRJ Consultants
Attn: Mike

ISD 709- Dave

Job: Congdon Elementary School Window Replacement

Add: Room Shade Cut Down to fit the new trim
$5813.00 = ($5285.00 Cost x 10% OH&P)

Thank you,

Mike McCabe
St. Germain's Glass Co

ST. GERMAIN'S GLASS
212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainsGlass.com

11/04/2022

MRJ Consultants

Att: Mike

ISD 709 - Dave

Job: Congdon Elementary School – Duluth, MN

Time and Materials to patch rotting sills and jambs for window replacements

$2640.00 - Labor – 30 hours total at $88.00 per hour

Mockup week - 8 hours figuring out plan of action,getting materials, fixing sills and jambs on first 3 windows

Week 1 – 4 sills on bottom row of windows 2 hours each to equal 8 hours

22nd of June – 2 sills replaced at 2 hours a piece total 4 hours

5th of July – 1 sill at 2 hours and 1 sill and all jambs replaced at 4 hours totaling 6 hours

6th of July – 2 sills at 2 hours each for 4 total hours

$480.00 – Materials after tax
12 treated 2x8's
Sealants, anchors, foam

$312.00 – Overhead, fuel surcharge, misc time

Total: $3432.00

Thank you,

Mike McCabe
St. Germain's Glass Co.

BRIN GLASS COMPANY BRIN GLASS SERVICE BRIN CONTRACTORS INC. NORTHWESTERN GLASS FAB HEARTLAND GLASS

ICS ISD 709 Duluth Public Schools	**ISD #709** 152 **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report November 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - The Final Client Occupancy inspection took place.
  - Fire and Access monitoring panel was installed.

- The Public Roadway/DSC/Transportation project construction progress:
  - Interior metal stud framing completed on the 1st level at the DSC building.
    - Drywall installation continues throughout.
  - Duct work installation continued on the 1st & 2nd level at the DSC building.
  - Final HVAC duct connections were made to the Mechanical equipment for the DSC building.
  - The roof drains were tied into the storm water line at the DSC building.
  - Low voltage rough ins commenced at the DSC building.
    - This is for door access control and smoke alarms.
  - Plumbing, electrical, and fire suppression rough ins have been ongoing at the DSC building.
  - Area A (Administration) roof work has continued at the Transportation building.
  - The CIP slabs in the Wash Bay, Service Bay, and Tool storage area were poured.
  - Door frame installation commenced at the Transportation building.
  - The Bus Garage siding installation was completed.
  - The storm and sewer installation continued at the Transportation loop road.

- Demolition of Central High School:
  - Demolition commenced and has been ongoing.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
  a. Facilities:
     i. The district will receive Final Certificate of Occupancy.

  b. DSC/Transportation/Roadways:
     i. Drywall installation will continue throughout.
        1. Coating to follow.
     ii. HVAC duct installation will continue throughout at the DSC building.
     iii. Fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
     iv. Underground MEP work will continue at the Transportation building (office area).

v. Storm and sewer installation will continue at the Transportation loop.
vi. The remaining sidewalk areas to be prepped and poured.
vii. Door frame installation to be completed at the Transportation building.
viii. Glazing & Door Frame installation will commence at the DSC building.

c. Demolition of Central High School:
    i. Demolition to continue throughout the month of December.

Description

Transportation Building Door Frame Installation

Taken Date	Uploaded By
11/28/2022 at 09:06 am	Jason Johnson

Upload Date	File Name
11/28/2022 at 09:06 am	F25F4B0B-C9FF-419A-90A7-01AC...

Description

DSC - Exterior Sheathing Installation

Taken Date	Uploaded By
11/28/2022 at 09:05 am	Jason Johnson

Upload Date	File Name
11/28/2022 at 09:05 am	DCFED946-93F7-4B3B-923C-F26...

Description

DSC - 2nd Floor Drywall Installation

Taken Date	Uploaded By
11/23/2022 at 09:17 am	Jack Carlson

Upload Date	File Name
11/23/2022 at 09:17 am	CFD71145-2225-45FF-BC63-7AC5...

Description

Central HS Demolition - East Side

Taken Date	Uploaded By
11/21/2022 at 10:01 am	Donny Hines

Upload Date	File Name
11/23/2022 at 09:13 am	20221121_100101.jpg

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Description

Central HS Demolition - Southeast Side

Taken Date	Uploaded By
11/21/2022 at 09:58 am	Donny Hines

Upload Date	File Name
11/23/2022 at 09:14 am	20221121_095857.jpg

Description

DSC - 1st Floor Framing Installation

Taken Date	Uploaded By
11/18/2022 at 02:07 pm	Nathan Norton

Upload Date	File Name
11/18/2022 at 02:08 pm	5CB3E1DB-2D9F-403D-BFDD-BC1...

Description

Bus Garage Siding Installation

Taken Date	Uploaded By
11/18/2022 at 01:07 pm	Nathan Norton

Upload Date	File Name
11/18/2022 at 01:08 pm	70F9AB2E-9955-4020-86CB-46E0...

Description

Storm Water Installation East of DSC

Taken Date	Uploaded By
11/17/2022 at 02:24 pm	Austin May

Upload Date	File Name
11/17/2022 at 02:28 pm	0F1DB18B-0737-400D-A414-141...

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

December 5, 2022

John Magas
Superintendent of Schools

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

Simone Zunich
Executive Director of Finance & 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"

- Pending

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
November 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
Per Mar Security Services	$1,261.88	Facilities (DR)	Security services for DSC construction site
Per Mar Security Services	$500.00	Facilities (DR)	Installation of CCTV Video Cradle Point
Per Mar Security Services	$4,500.00	Facilities (DR)	CCTV Service Agreement – Intelligent Video Monitoring (IVM)
Sinnott Contracting, LLC	$36,282.00	Facilities (DR)	Replacement of basketball courts at Lowell ES
AIM Electronics	$23,135.00*	Facilities (DR)	Replacement of Duluth East outdoor baseball scoreboard
Beth Shermoen	$250.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Peggy Carlson	$200.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Ann Robertson	$200.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Brent Wetzel	$250.00	TLE (DR)	Training for staff development day Nov. 7, 2022
Happy Time Daycare Center	$3,822.00*	Special Services (DU)	Providing services for student IEP

Happy Time Daycare Center	$2,205.00*	Special Services (DU)	Providing services for student IEP
Regents of the UofM	$3,500.00*	Curriculum (DU)	One, full-day workshop on Dec. 7, 2022
Joseph Montano Sr.	$5,250.00*	Am. Indian Edu (DR)	Providing culturally responsive curriculum and activities
Mary Moose	$5,250.00*	Am. Indian Edu (DR)	Providing culturally responsive curriculum translations and lesson plans alongside Misaabekong staff
Ian Proulx	$4,500.00*	Am. Indian Edu (DR)	Cultural drum and singing presentation
Frank Montano	$2,500.00*	Am. Indian Edu (DR)	Providing cultural opportunities for the Am. Indian Edu Dept., districtwide, through storytelling and music performances
Brian Stillday Jr.	$6,000.00*	Am. Indian Edu (DR)	Cultural drum and singing presentation
Anya Hulsebus	$480.00*	Office of Education Equity (DR)	Assisting with implementation of Chinese after school program
Tiffany Fenner	$375.00*	Office of Education Equity (DR)	Provided six classroom presentations
Chi Ma'iingan	$540.00*	Office of Education Equity (DR)	Provided three classroom presentations
Chashm Zahra	$480.00*	Office of Education Equity (DR)	Providing lessons for Chinese after school program
Blackboard | Finalsite	$1,890.00*	Communications Officer (DR)	Addendum increasing price of new website implementation by $1,890.00 for a total of $42,404.27
Frontline Education	$99,495.00*	Finance (DU)	Purchase of a 5-year budget forecasting model
3 Owls	$2,500.00*	ECFE | ECSE (DR)	Addendum to increase the total cost for 3 Owls contract – NTE amount was $4,500.00 and is not at $7,000.00
Lake Superior College	$160.00*	ECFE | ECSE (DR)	Room rental for two staff meetings taking place at LSC
3D Institute	$8,925.00*	East/Denfeld Athletic Directors (DR)	Virtual professional development training for ISD 709 coaches
Wolf Ridge	$10,320.00*	Lakewood ES (DU)	5th grade field trip for 60 students Feb 13-15, 2023

Booster	$500.00*	Stowe ES (DR)	Assistance in fundraising (paid for by student activity funds)
Mark Fleischer	$1,500.00*	East HS (DU)	Sports PA announcer and scoreboard operations
DECC	$2,820.00*	East HS (DU)	East High School Holiday Concert

PER MAR SECURITY SERVICES
Since 1953

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"): ISD #709 Duluth Public Schools **Billing Address:** 4210 Airpark Blvd **Billing City, State, ZIP:** Duluth MN 55811 **Contact Name:** Dave Spooner **Phone Number:** 2183430275	**Site Name ("Premises"):** ISD #709 Duluth Public Schools - Facilities Management **Site Address:** 802 E Central Entrance **Site City, State, ZIP:** Duluth MN 55811-5 **Email Address:** david.spooner@isd709.org **Salesperson:** 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:
Burglary - PER MAR Owned Fire - PER MAR Owned	Monitoring Open/Close with Schedule Radio Supervisory Other: Test Time Reports, Service on panel

INSTALLATION PRICE AND PAYMENT SUMMARY			
Total Installation Price: (Plus applicable taxes)	$1,261.88	Monthly Service Charge: (Plus applicable taxes)	$105.00
Deposit Due at Signing:	$0.00	Initial Term:	12 Months
Balance Due Upon Completion:	$1,261.88	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

1- V128FBPT (Install in Maintenance Closet) 1 - LTE Fire Radio (Connect to Panel for communication) 1 - Zone Expander * Connect to termination block for all door contacts & fire zones

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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.

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.

9. 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

10. 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.

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.

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.

12. 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.

13.

14.

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: _____ MANAGER OF FACILITIES 11/3/22

SIGNATURE **TITLE** **DATE**

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: _____ Date: _____

System installed and operative this _____ day of _____, 20_____.

PER MAR SECURITY SERVICES
Since 1953

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 - STC Main IVM
Billing Address:	**Site Address:**
215 N 1st Ave E	802 E Central Entrance
Billing City, State, ZIP:	**Site City, State, ZIP:**
Duluth MN 55802	Duluth MN 55811-5
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 - PER MAR Owned	CCTV Service Agreement Other: Video Cradle Point

INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: (Plus applicable taxes)	$500.00	Monthly Service Charge: (Plus applicable taxes)	$125.00
Deposit Due at Signing:	$0.00	Initial Term:	6 Months
Balance Due Upon Completion:	$500.00	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: Cradle Point for STC IVM Camera Customer has Wi-Fi: No Devices needing Remote Viewing: 1 Existing building: Yes - Under Construction New construction: No Ceiling type: Open Server type: Machine On-Site System currently operational: No 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 - STC Main IVM 802 E Central Entrance Duluth MN 55811-5541 Sale type: New System type: CCTV Lift equipment needed: 12 ft Ladder Site work orders: 1

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. 165
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

DocuSigned by:

Signed: John Magas 9C3FA7AD6E9C4DF...	Superintendent	8/18/2022
SIGNATURE	TITLE	DATE

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: Susan M Richards Date: 9/1/2022

System installed and operative this 30th day of September, 20 22.

DS
LS

PER MAR SECURITY SERVICES
Since 1953

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 - STC Main IVM
Billing Address:	**Site Address:**
215 N 1st Ave E	802 E Central Entrance
Billing City, State, ZIP:	**Site City, State, ZIP:**
Duluth MN 55802	Duluth MN 55811-5
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)	$4,500.00	Monthly Service Charge: (Plus applicable taxes)	$185.00
Deposit Due at Signing:	$0.00	Initial Term:	24 Months
Balance Due Upon Completion:	$4,500.00	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 - Additional Cam 1 - OpenEye 4TB Recorder 1 - Sightlogix Thermal Cameras (See Map) 1 - Wall Brackets 1 - Speaker *System will be installed at STC Main to over look E Parking lot near Old Central High Customer has Wi-Fi: No Devices needing Remote Viewing: 1 Existing building: Yes - Under Construction New construction: No Ceiling type: Open Server type: Machine On-Site System currently operational: No 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 - STC Main IVM 802 E Central Entrance Duluth MN 55811-5541 Sale type: New System type: Intelligent Video Monitor Lift equipment needed: 12 ft Ladder Site work orders: 1

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. 167
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.
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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

DocuSigned by:

Signed: John Magas — Superintendent — 8/18/2022

RC3EA2A06E9C40E

SIGNATURE	TITLE	DATE

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: Hope M Newton Date: 8/26/2022

System installed and operative this 30th day of September, 20 22.

DS

LS

DocuSign Envelope ID: CDFACC1C-E713-4C4B-8E8D-F43A2B84D108

Sinnott Contracting, LLC

PO Box 16205
Duluth, MN 55816

Phone: (218) 626-1822
Fax: (218) 740-3465

To:	Duluth Public School IDS 709	**Contact:**	Dave Spooner
Address:	215 North 1st Avenue E	**Phone:**	218-343-0275
	Duluth, MN	**Fax:**	
Project Name:	Lowell Courts	**Bid Number:**	
Project Location:	2000 Rice Lake Road, Duluth, MN	**Bid Date:**	8/4/2022

Thank you for the opportunity to quote on your project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove Existing Blacktop, Furnish/Install 12" CV Class #5 With Geotextile Fabric, Furnish/Install 3.0" Compacted MN Spec Bituminous	2,444.00	SF	$9.25	$22,607.00
2	Layout And Stripe 2.0" Court Lines	1.00	LS	$800.00	$800.00
3	Site Restoration	1.00	LS	$1,500.00	$1,500.00
4	Hoop Installation, Hoops Provided By Others	1.00	LS	$2,600.00	$2,600.00
				Total Price for above Items:	**$27,507.00**
Concrete Sidewalk Contingency					
5	Remove/Replace Concrete Sidewalk Contingency	45.00	SY	$195.00	$8,775.00
				Total Price for above Concrete Sidewalk Contingency Items:	**$8,775.00**

Total Bid Price: $36,282.00

Notes:

- **"ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRUBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE"**
- All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Sinnott Blacktop, LLC will not be held liable for damage caused by weather, unlocated power wires, or heavy equipment crossing existing pavements or concrete.

Payment Terms:

All overruns to be paid at the unit price above.
Sinnott Contracting, LLC. proposal shall become an integral document to any subcontract agreement.

This quote is effective for 2022 Season only if signed and returned to our office within fifteen days after Quote Date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: John Magas DocuSigned by:

Signature: John Magas BC3FA7AD6E9E40F...

Date of Acceptance: 8/18/2022

CONFIRMED:

Sinnott Contracting, LLC

Authorized Signature: Jon Mercier DocuSigned by: C1E153E71487432...

Estimator: Jon Mercier
JonM@sinnottblacktop.com
8/18/2022

DocuSigned by:
Laurie Smith-Trimble
8B83FDEBB04F4D8...

AIM ELECTRONICS Inc.
10250 Valley View Road, Suite 147
Eden Prairie, MN 55344
Phone: 952-941-9830
Web: www.aimele.com

David J. Spooner,
Shawn Roads,

Duluth East High School
Price Quotation
October 17, 2022

Daktronics Outdoor Baseball Scoreboard

DESCRIPTIONS	Quant.	Unit	Total
1. Daktronics BA-2030-21 (LED) Deluxe Baseball Scoreboard. Includes AS-5010 console controller, border stripe, Wireless control, battery pack, team name And carry case. Size (6'-6" h x 20' w x 8" d)	1	13,250	$13,250
2. ID/Sponsor panel 30"H x 20'W non backlit Includes initial artwork with order.	1	2,105	2,105
Shipping			850
Installation and training*			6,425
		Total	~~$22,630~~

w/ Bluetooth option $23,135.00 OK

*Prices includes removal of existing scoreboard, adding extensions to existing pole, mounting new scoreboard on existing poles, mounting panel, test out and training.
School responsible for existing structure supporting new scoreboard.
Electrical disconnect and reconnect is responsibility of customer and must be installed by licensed electrician.

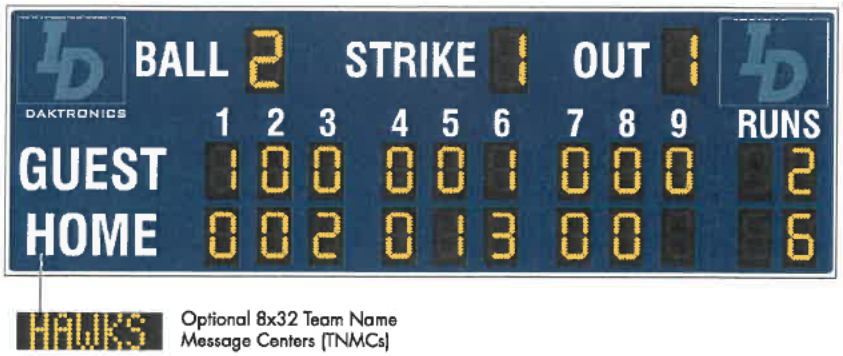
Options
MX-1 Blue Tooth control $505

Other Information
Warranty (5) five years
Lead time (24-26) weeks
Payment 30% with order; balance due net (30) thirty days
Prices valid (60) sixty days
Prices do not include MN State and City Sales Taxes
Sales Taxes will be added to invoices unless ST-3 Forms are provided at time of order

Brian Grandstrand
AIM Electronics, Inc.

Simone Zunich
Duluth Public Schools Executive Director

DAKTRONICS BA-2030 PRODUCT SPECIFICATIONS



This outdoor LED baseball/softball scoreboard displays HOME and GUEST team scores for up to nine innings, total RUNS to 99, BALL to three, STRIKE to two and OUT to two. Scoreboard shown with optional striping and amber PanaView® digits.

		VINYL CAPTIONS (STANDARD)	TNMCS & VINYL CAPTIONS
POWER (120 VAC)*	Red/Amber Digits	230 Watts, 2.0 Amps	300 Watts, 2.5 Amps
	White Digits	500 Watts, 4.2 Amps	660 Watts, 5.5 Amps
UNCRATED WEIGHT		600 lb (272 kg)	680 lb (308 kg)
DIMENSIONS		6'-6" H x 20'-0" W x 8" D (1.98 m, 6.10 m, 203 mm)	

**Scoreboard requires a dedicated circuit. Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).*

DIGITS

- BALL, STRIKE and OUT digits are 18" (457 mm) high. All other digits are 15" (381 mm) high.
- Select red, amber, or white LED digits. Scoreboard may instead have mixed LED digit colors (see DD1965467).
- Scoreboard features robust weather-sealed digits (see DD2495646).
- Digits may be dimmed for night viewing.

DISPLAY COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION

Alcoa aluminum alloy 5052 for excellent corrosion resistance

CAPTIONS

- HOME and GUEST captions are 12" (305 mm) high. BALL, STRIKE and OUT captions are 10" (254 mm) high. All other captions are 8" (203 mm) high.
- Standard captions are vinyl, applied to the display face.
- Optional TNMCs are 10.6" (269 mm) high.

PRODUCT SAFETY APPROVAL

ETL-listed to UL 48, tested to CSA standards, and CE-labeled

OPERATING TEMPERATURES

- Display: -22° to 122° Fahrenheit (-30° to 50° Celsius)
- Console: 32° to 130° Fahrenheit (0° to 54° Celsius)

WWW.DAKTRONICS.COM E-MAIL: SALES@DAKTRONICS.COM

201 Daktronics Drive, PO Box 5128, Brookings, SD 57006
Phone: 1-800-325-8766 or 605-692-0200 Fax: 605-697-4746

DAKTRONICS

CONTROL CONSOLE	CONTROL OPTIONS
All Sport® 5000 (see SI-03991)	***Wired (standard):*** Two-pair shielded cable of 22 AWG minimum is required. A cover plate with mounted connector and standard 2" x 4" x 2" (51 mm x 102 mm x 51 mm) outlet box is provided. Connector mates with signal cable from control console. ***Wireless (optional):*** 2.4 GHz spread spectrum radios feature 64 non-interfering channels and 8 broadcast groups (see SI-04370).
DAK Score & MX-1 (see DD3888368)	CUSTOMER-SUPPLIED mobile device or tablet with DAK Score app installed communicates via **Bluetooth®** wireless technology to an MX-1 Interface Box that controls the scoreboard through 2.4 GHz radio or wired connection.

MOUNTING

Scoreboard is typically mounted on two vertical beams or poles. Hardware to mount scoreboard on two beams is included; hardware for more beams is at additional cost. Standard mounting uses I-beam clamps. Optional mounting method using angle brackets is also offered; maximum beam width is 12" (305 mm) and maximum beam depth is 22" (559 mm). Refer to attached drawings for more information on mounting methods.

SERVICE ACCESS

Digit panels and electronics are serviced from the front of the scoreboard.

GENERAL INFORMATION

Scoreboard provides scoring capabilities for two teams. 100% solid state electronics are housed in an all aluminum cabinet. Scoreboard is shipped in one section. Scoreboard power is to be provided on a dedicated circuit to prevent loss of game information due to failure of another component on the circuit. Specifications and pricing are subject to change without notice.

OPTIONS & ACCESSORIES

- Scoreboard border striping
- Multiple caption and striping colors (see DD2101644)
- Team name caption in place of HOME *
- Team names on changeable panels *
- Programmable Team Name Message Centers (see DD1696958)
- Two 2'-1" (635 mm) tall x 2'-7" (787 mm) wide logo/sponsor areas. Copy is applied to the display face.
- Individual digit protective screens (see SI-04939)
- Protective netting (see DD2690927)
- Optional angle bracket mounting method
- Advertising/identification panels
- Decorative accents
- Electronic message centers and video displays in multiple sizes

** Not available with TNMCs*

ADVERTISING/IDENTIFICATION PANELS

Backlit & Non-Backlit:

1'-6" H x 20'-0" W (457 mm, 6.10 m)
2'-0" H x 20'-0" W (610 mm, 6.10 m)
2'-6" H x 20'-0" W (762 mm, 6.10 m)
3'-0" H x 20'-0" W (914 mm, 6.10 m)

For additional non-backlit panel sizes, see SI-03761.

FOR ADDITIONAL INFORMATION

- Installation Specifications: DWG-1157190 (attached)
- Standard I-beam Mounting: DWG-1052565 (attached)
- LVX I-Beam Mounting: DWG-3918361 (attached)
- Optional Pole Mounting: DWG-1048184 (attached)
- Component Locations: DWG-1125034 (attached)
- Architectural Specifications: See DD2467060

The Bluetooth® word mark and logos are registered trademarks owned by the Bluetooth SIG, Inc. and any use of such marks by Daktronics, Inc. is under license.

All Sport® and PanaView® are trademarks of Daktronics, Inc.
Martin Senour® is a registered trademark of its owner.
 Copyright © 2013-2020 Daktronics, Inc.

DAKTRONICS

ISD 709 Duluth Public Schools

Kimberly LeDoux <kimberly.ledoux@isd709.org>

Fwd: Letter of Intent (Duluth East Baseball)

1 message

David Spooner <david.spooner@isd709.org> Thu, Nov 10, 2022 at 11:19 AM
To: Simone Zunich <simone.zunich@isd709.org>
Cc: Brett Mensing <brett.mensing@isd709.org>, Kimberly LeDoux <Kimberly.Ledoux@isd709.org>

Hello,

Please find attached the letter of intent for funding the extra cost for the "better" or the desired scoreboard.

Thanks!

Dave

David J. Spooner, C.P.E.
Manager of Facilities
Mail to: 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811
Phone: 218.336.8700 X-3232 - Cell: 218.343.0275

ISD 709 Duluth Public Schools

---------- Forwarded message ---------
From: **Shawn Roed** <shawn.roed@isd709.org>
Date: Thu, Nov 10, 2022 at 10:11 AM
Subject: Fwd: Letter of Intent (Duluth East Baseball)
To: David Spooner <david.spooner@isd709.org>, Christopher Siljendahl <christopher.siljendahl@isd709.org>

---------- Forwarded message ---------
From: **Maglina Lubovich** <maglina.lubovich@gmail.com>
Date: Thu, Nov 10, 2022 at 9:52 AM
Subject: Letter of Intent (Duluth East Baseball)
To: shawn.roed@isd709.org <shawn.roed@isd709.org>

Hi, Shawn:

Please accept this email as our letter of intent on behalf of the Duluth East Baseball Booster Club, confirming that we will pay $12,080 plus options for the new scoreboard when it is installed.

Thank you,
Maglina Lubovich
Booster Club Rep.
Duluth East Baseball

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

AGREEMENT

THIS AGREEMENT, made and entered into this 24th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Beth Shermoen, 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 October 24, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for two (2) presentations, 60 minutes each, groups to include: paraprofessional staff. The topic will be:

Student Stress, Trauma and Triggers
Behavior is a message...Our Response Matters

The breakout sessions will be
11:40 - 12:50 pm Session 1
1:00 - 2:10 pm Session 2

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $250 (two hundred fifty and 00/100) for two presentations. District agrees to reimburse the contractor for mileage to and from International Falls at the current Internal Revenue Service rate.

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: Heather Harvick, 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.

B Sheromoen / KJEM Education — 11/2/22

Contractor Signature - Beth Sheromoen — SSN/Tax ID Number — Date

Anthony Bonds — 11/9/22

Program Director - Anthony Bonds — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — 11/14/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Peggy Carlson, 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 October 20, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for five (5) presentations, 30 minutes each, groups to include: Paraprofessional staff. The title of the breakout sessions will be *Taking Care of Yourself through Pilates*, this Professional Development may include techniques on Self Care and Mental Health.

The breakout schedule sessions for the day is as follows:
Mini Session 1: 11:40 - 12:10 pm
Mini Session 2: 12:20 - 12:50 pm
Mini Session 3: 1:00 - 1:30 pm
Mini Session 4: 1:40 - 2:10 pm
Mini Session 5: 2:20 - 2:50 pm

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $200 (two hundred and 00/100) plus mileage at the current Internal Revenue Rate of .625 per mile.

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: Heather Harvick, 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.

Margaret Carlson (Peggy) [redacted] 11/2/22

Contractor Signature - Peggy Carlson SSN/Tax ID Number Date

Anthony Bonds 11/9/22

Program Director - Anthony Bonds Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 11/14/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd Day of November, by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Roberston, 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 November 3, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. The performance will include two (2) 60 minute sessions, and one 30 minutes session on *Yoga for our Paraprofessionals*. The breakout schedule sessions for the day is as follows:

Block #1 11:40 am - 12:40 pm
Block #2 1:00 pm - 2:00 pm
Block #3 Mini Session 5: 2:20 pm - 2:50 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $200 (two hundred and 00/100).

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: Heather Harvick, 4316 Rice Lake Rd, Suite 103, 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.

Ann M. Robertson [redacted] Nov 3, 2022

Contractor Signature - Ann Robertson SSN/Tax ID Number Date

Anthony Bonds Nov. 9, 2022

Program Director - Anthony Bonds Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Emma Zamudio 11/14/22

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

AGREEMENT

THIS AGREEMENT, made and entered into this 15th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzel, 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 October 15, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for three (3) presentations, 60 minutes each, groups to include: Paraprofessional staff. The title of the breakout sessions will be *Flurning - Incorporating Play into Learning*.
The breakout schedule sessions for the day is as follows:

11:40 - 12:40 pm Breakout session 1
12:40 - 12:50 Break
12:50 - 1:50 pm Breakout session 2
1:50 - 2:00 pm Break
2:00 - 3:00 pm Breakout session 3

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $250 (two hundred fifty and 00/100) for all three presentations and all materials necessary for the sessions.

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: Heather Harvick, 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.

Contractor Signature - Brent Wentzel [redacted] SSN/Tax ID Number — Date 10/15/22

Program Director / Anthony Bonds — Date 11/9/22

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date 11/14/22

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 14, 2022 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is November 14, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 72 Days (attending 3 days per week. The District will pay 3 days per week @ $147.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 $147.00 per week and $3,822.00 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 108, 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 Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kellei M Thomas — Contractor Signature
41-0956465 — SSN/Tax ID Number
11/15/22 — Date

Jason Cline — Program Director
11/10/22 — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair
11/14/22 — Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 7, 2022 and shall remain in effect until March 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is October 7, 2022 and shall not extend beyond March 2, 2023; the contract not to exceed a total of 40 Days (attending 3 days per week. The District will pay 3 days per week @ $147.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 $147.00 per week and $2,205.00 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 108, 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 Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — SSN/Tax ID Number: 41-0956465 — Date: 11/3/22

Program Director — Date: 10/31/22

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 11/2/22

Regents of the University of Minnesota ("University")
Short Form Services Agreement

Department Name: Center for Applied Research and Educational Improvement		**Customer Name: Duluth Public Schools; ISD 709**
Customer Address: 4316 Rice Lake Rd., Suite 108; Duluth, MN 55811		
Phone:	**Fax:**	**Email:** nd.cindy.upton@isd709.org
Dept. ID No.: 11250	**I/ESAF No.: 1696**	(No contract assigned) Do not send to External Sales)
Term Start Date: October 28, 2022		**Term End Date: December 7, 2022**

Description of Services: One, full-day workshop on December 7, 2022, 8:00 a.m. - 3:00 p.m., covering PRESS tier 2 intervention review and progress monitoring (one presenter; max 50 participants). Additional materials fees for PRESS resources (PRESS Intervention Manual, $75 each and PRESS Community Website Subscription, $75 each) will be billed as needed.

Provide details and pricing (or enter "see attached Exhibit A"): $3,500 presentation and travel fees

Check One: Single Sale ☒ Repeating/Multiple Sale ☐

Price per Service:	$3,500.00
Sales and Use Tax (if applicable):	$
TOTAL Compensation:	$3,500.00

1. **What the University Will Provide.** Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. **What You Will Receive.** You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. **Exclusive Terms and Conditions.** These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. **Ownership of Materials and Presentation.** With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. **Disclaimer of Warranty and Liability.** WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. **Indemnification and Insurance.** You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than $1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. **Applicable Law and Jurisdiction.** Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

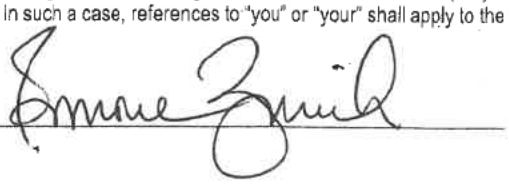
8. **Use of University Name.** Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University

Signature: _____

Customer

Signature: 

FORM: OGC-SC109
Form Date: 08.30.12
Revision Date: 11.15.21

Print Name: Kim Gibbons
Title:Director
Date:

Print Name: Simone Zunich, Exec. Dir. Of
Title: Finance and Business Services
Date: 11/7/22

Budget Code
01 E 012 030 000 305 030

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as organizing the round dance, moccasin game teachings and hand drum workshops.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of $75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 $.62/mile

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public

Schools, Attn: American Indian Education Office 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: **Joseph Montano Sr.;** 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

	[redacted]	11-7-2022
Contractor Signature	SSN/Tax ID Number	Date
		11/7/2022
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

__X___ Check if the contract will be paid using District funds and enter the budget code in

the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

	11/8/22
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Moose, 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as first language speaker of Ojibwemowin to provide culturally responsive curriculum translations and lesson plans alongside the Misaabekong staff.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of $75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 $.62/mile

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office 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 Moose;** 42858 Crooked Creek Rd. Hinckley MN. 55737

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]

Contractor Signature SSN/Tax ID Number Date

Program Director 11/7/2022 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

__X___ Check if the contract will be paid using District funds and enter the budget code in

the top line below (enter in blank spots following the example).

01	E	005	105	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair Date 11/8/22

AGREEMENT

THIS AGREEMENT, made and entered into this 10 th day of October , 20 22 , by and between Independent School District #709, a public corporation, hereinafter called District, and Ian Proulx , 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 October 10, 2022 and shall remain in effect until June 30, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(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 $ 75.00 hourly and $ 4500.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education Department, 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) 3140 Ditchbank Rd. Cloquet, MN 55720

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 10/28/22 Date

Program Director 11/2/2022 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 11/14/22 Date

Contract Description Attachment for: Ian Proulx / Drummer and Singer

The purpose of the contract is to retain the services of the Drum and singers for cultural presentations. The presentations will support the American Indian Education program plan and goals. Ian Proulx will provide the drum and singing services for cultural presentaions.

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Montano, 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide culturally responsive activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as storytelling and music performances.

3. **Background Check.** *N/A* – Will not be working with students on an individual basis (past practice reviewed)
Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $2,500.00 (Two-thousand five hundred dollars) at a rate of $75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 $.62/mile

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office. 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: **Frank Montano** PO BOX 305 Bayfield, WI 54814

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.

Francisco Montano — [redacted] — 11/9/22

Contractor Signature — SSN/Tax ID Number — Date

D Washington — 11/10/2022

Program Director — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Amber Smith — 11/14/22

CFO / Superintendent of Schools / Board Chair — Date

Re: Contract with Frank Montano

1 message

Binesiikwe <edith.washington@isd709.org> Mon, Nov 14, 2022 at 11:38 AM
To: Brett Mensing <brett.mensing@isd709.org>
Cc: Olivia Kinsley <olivia.kinsley@isd709.org>

Aaniin,

We normally do not do back ground checks for individuals who will not be working independently with students. Frank will be doing all school assemblies or classroom presentations.

On Mon, Nov 14, 2022 at 10:44 AM Brett Mensing <brett.mensing@isd709.org> wrote:

> Hi Binesiikwe,
>
> Simone and I were reviewing contracts this morning and she had a question on the agreement with Frank Montano.
>
> Is it normal to not go through with a background check for some individuals we contract with?
>
> She's just looking for some additional information before signing the contract.
>
> Any help would be appreciated!
>
> Thanks!
>
> *Brett*
>
> **Brett S. Mensing**
> Business Services Coordinator | Executive Assistant to the CFO | Election Clerk
> Independent School District #709 | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811
> **Email:** brett.mensing@isd709.org | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773
> **Hours:** 7:30 a.m. - 4:00 p.m.
>
> ***Please note our new address.***
>
> Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

--

Edye Binesiikwe Washington
Coordinator of American Indian Education Department
& Founder of Misaabekong Ojibwe Immersion Program
edith.washington@isd709.org
(218)336-8700 ext. 1152

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

AGREEMENT

THIS AGREEMENT, made and entered into this _15th_ day of _November__ , 2022_ , by and between Independent School District #709, a public corporation, hereinafter called District, and _____Brian Stillday Jr._____, 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 _November 15, 2022_____ and shall remain in effect until _____June 30, 2023_ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)* will not be working independently w/ students
Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 100.00 hourly and $ 6000.00___ in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_Duluth American Indian Education__ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____524 Hammond Ave. Superior WI, 54880_____ .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11-15-22 Date

Program Director 11/16/2022 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	105	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 11/17/22 Date

Contract Description Attachment for:
Brian Stillday Jr. / Drummer and Singer

The purpose of the contract is to retain the services of the Drum and singers for cultural presentations. The presentations will support the American Indian Education program plan and goals. Brian Stillday Jr. will provide the drum and singing services for cultural presentaions.

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and 3016 B Oakland Ct Duluth, MN 55812, an independent contractor, hereinafter called Contractor. Anya Hulsebus

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 11/1/22 and shall remain in effect until 4/29/23, 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)*

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 $ 20 hourly and $ 480 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: Nate Smith, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 308 B Oakland Cir 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.

Contractor Signature [redacted] SSN/Tax ID Number 10/21/22 Date

Program Director 10-31-22 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair Date _____

Proposal for Chinese After-school Program

Mission

The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

Background

According to scientific research, learning another language helps students improve learning, social, and emotional abilities and skills. Exposure to another culture through its language helps improve students' problem-solving strategies as well. The language skills will provide more opportunities to students' future careers.

Scientists also proved that learning Chinese makes students smarter in reading and building geometric concepts since Chinese language is different from alphabetical languages in utilizing both the left and right sides of human brains.

Chinese language learning has witnessed a rapid growth in tendency in the U.S. and throughout the world. Chinese language programs and student exchange programs have a long history in Minnesota. 7% out of the total amount of students enrolled in Chinese in Minnesota, which has paved a path for student success.

We have established after school Mandarin Clubs in Lowell and Laura McArthur Elementary schools for several years. These clubs are popular among students and parents with ultimate numbers within classroom capacity. Students have shown great interest in learning Chinese language and culture.

Calligraphy Contests held in the past five years received excellent feedback. Students, parents, and community members enjoyed the chance to learn through calligraphy more about Chinese culture. This annual event has become a great benefit to all participants.

In 2019, "Go Explore China", the cultural series talks and activities were held at Lowell Elementary School. This program teaches students to use positive thinking methods to show what students are proud of in their lives. The talks attracted over 200 students, parents, and community members.

Goal

The best strategy is to start small and go sustainable. We are proposing an after school Mandarin club with Chinese learning to a group of 15-20 students. Students will have 10-12 times of language and culture exploration a school year. Students will learn to speak and write basic Chinese sentences, such as numbers, greeting words and colors. Students will also get access to Chinese cultures through activities and songs.

Sources

Integration Specialist at Lowell Elementary School have kept good relationships with Confucius Institute at St. Cloud State University. This specialist will also partner with UMD Chinese Area Studies program, and UMD professors for Chinese language teacher recruiting and intern support.

Estimate Budget

Stipend for hourly instructors based on 12 lessons
$20/hour/each person*2 instructors (UMD Mandarin Major Students)
Estimate total hours with prep time: 2 hrs*2 persons*12 times =48 hrs
Cultural activity supplies (snacks+calligraphy sets+calligraphy paper+books): $600
Estimate Budget: $20*48 hrs+$600 =$1560

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner, 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: *Payment for hands-on SEL learning activity for grades kindergarten and first grade.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 2, 2022 and shall remain in effect for that day , 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.** 6 classroom presentations (30 minutes/class) plus two hours of project creation preparation and two hours of materials preparation for a total of 7.5 hours.

3. **Background Check. **Contractor has valid background check completed with the ISD 709****

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 $375 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Catherine Erickson, 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 Tiffany Fenner.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11-2-22 Date

Program Director 11-15-22 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	440	313	305	325
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair 11/22/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Chi Ma'iingan, 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: *Payment for three classroom presentations with included hands-on learning activity.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 9, 2022 and shall remain in effect for that day , 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.** 3 classroom presentations plus one hour of additional preparation time for a total of 3 hours.

3. **Background Check. **Contractor has valid background check completed with the ISD 709****

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 hourly and $450 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Catherine Erickson, 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 Chi Ma'iingan.

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.

Chi Ma'ungaue [redacted] 11-09-22

Contractor Signature SSN/Tax ID Number Date

Nathan Smith

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	540	203	313	305	324
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

Jennine Zunich 11/22/22

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this Oct day of 19, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Chastonie Zahra, 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 Start of Spring Semester and shall remain in effect until the end of Semester unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *The Mandarin instructors will be UMD Mandarin major students and a native speaker. Lessons and activities will include counting numbers, greetings, vocabulary, writing Chinese characters, games, songs and Chinese folktales.*

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 $ 20 hourly and $ 490 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.

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) 509 niagara Ct Griggs F212, 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.

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

Contractor Signature [redacted] SSN/Tax ID Number 10/19/2022 Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	203	313	305	324
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 11/22/22 Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 17th day of November, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Blackboard (Finalsite)

OF THE SECOND PART

Background:

A. Independent School District No. 709 and FINALSITE (the "Parties") entered into the contract (the "Contract") dated SEPTEMBER 20, 2022, for the purpose of NEW WEBSITE LAUNCH.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $40,514.27.
    b. This amendment would increase the not to exceed amount to $42,404.27.
    c. PRICES FOR PERIOD 2 AND PERIOD 3 INCREASED TOTAL COST BY $1,890.00

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and

are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Program Director _____ Date _____

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

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

_X_ Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	012	107	000	305	107
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

Exec. Dir. of Finance & Business Services, Duluth Public Schools — Date 11/22/22

FINALSITE ORDER

This Finalsite Order (the "**Order**") is entered into by and between Active Internet Technologies, dba Finalsite ("**Finalsite**") and Duluth Independent School District 709 ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at http://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Public School Theme The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowpt
Composer CMS Platform
Core Communications Platform - Blackboard WCM Conversion View a detailed description of what's included in your software package here https://www.finalsite.com/wcm-conv-pkg

Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Granular Permissions
Admin Users. Editors (63)	HTTPS Implementation
Admins with ticketing rights (21)	Knowledge Base and Product Training Resources
Bandwidth (16 GB)	Mobile Friendly, Responsive Designs
Basic Integrated Site Search	News / Blogs via Posts (84 boards pooled)
Calendar Manager	Page Based Notifications (Unlimited)
Website cloud storage / 160 GB /mo	Published Pages (Unlimited)
Comprehensive Training Program	Resources (Media, Galleries, Document Library)
Content Migration for Tiers 1, 2, 3	Secure Hosting & CDN
Drag - and - Drop Page Elements	Single Sign-On
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Standard
Faculty / Staff Portal	Standard Support Plan
Forms Manager (84 forms pooled)	

Composer CMS Platform

WCM Conversion Enhanced Deployment
View a detailed description of what's included in your software package here https://finalsite.com/wcm-ced

Special Provisions:

1.) Any amount previously invoiced and paid for period 1 will be reallocated and put towards the Client's redesign to Composer.
2.) This contract replaces the Client's previous WCM contract.

Services: Initial Term and Fees:
The initial term of this Order is for the (3) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
$ 0

Schedule	Amount
Period 1 - Nov 15 2022	$ 0
Period 2 - Jul 01 2023	$ 16,380
Period 3 - Jul 01 2024	$ 17,010

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars ($) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client	Active Internet Technologies ("AIT")
Duluth Independent School District 709	
Signature: Simone Zurich	Signature: J Calabrese
Name (printed): Simone Zurich	Name (printed): Jim Calabrese
Title (printed): Exec. Dir. of Finance, Business Serv.	Title (printed): CFO
Date: 11/22/22	Date: 11/30/2022

☒ **As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.**

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact	Project Contact
Adelle Wellens	
Title Communications Officer	**Title**
Address ~~215 N First Ave~~ E 4316 Rice Lake Road	**Phone**
City, State Zip Duluth, MN ~~55802~~ 55811	**Email**
Phone	
Email	

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)
Simone Zunich
Title Exec. Dir. of Finance, Business Serv.
Email simone.zunich@isd709.org

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

ISD 709
DULUTH PUBLIC SCHOOLS
OCT 18 2022
APPROVED BY
SCHOOL BOARD

VOID IF EXECUTED AFTER: 30-Sep-2022
CUSTOMER: Duluth Independent School District 709

Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Duluth Independent School District 709** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.
In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	$9,014.27
Period 2	$15,750.00
Period 3	$15,750.00
Contract Total	$40,514.27

Period 1

Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
1	WCM-CRT-CONFIG	TEMPLATE CONFIGURATION SERVICE	01-Sep-2022 to 30-Jun-2023	NA
260	WCM-TRNOL-MIGR	TRAINING CONTENT MIGRATION	01-Sep-2022 to 30-Jun-2023	NA
17	WCM-ACT-ESSN	ACTIVATION WCM ESSEN Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-IMPL-ES-LDAP	IMPL WCM ESSENTIAL SECURE LDAP	01-Sep-2022 to 30-Jun-2023	NA
2	WCM-TRNOL-ADM	ONL TRN WCM SITE ADMINISTRATOR	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-TRNOL-SWS	ONL TRN WCM SECTION WORKSPACE	01-Sep-2022 to 30-Jun-2023	NA
			Period 1 Total	$9,014.27

Period 2

Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
			Period 2 Total	$15,750.00

Period 3

Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
			Period 3 Total	$15,750.00

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: 01-Sep-2022

C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

Sales Approved: Quintin Graves Initial: QG (DS)	Sales Approved: Initial:
Customer: Duluth Independent School District 709 Signature: Name: ~~Adelle Wellens~~ Simone Zurich Title: Exec. Dir. of Finance + Business Services Date: 9/20/22	Blackboard Inc. Signature: Name: Michael Pohorylo Title: Associate General Counsel Date: 12-Sep-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.

PO Number: PO Amount:

Attach PO or send PO to Operations@blackboard.com(Optional):

Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

1. Name: Email:
2. Name: Email:
3. Name: Email:

11/29/2022

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
Duluth Public Schools - Independant School District 709 4316 Rice Lake Rd Duluth, Minnesota, 55811 United States	**Pricing Expiration:** 12/10/2022 **Quote Currency:** USD **Account Manager:** Joshua Rader
Contact: Simone Zunich	**Startup Cost Billing Terms:** One-Time, Invoiced after signing
Title: Exec Director Bs Services	**Subscription Billing Frequency:** Annual
Phone: 2183368704	**Sale Type:** New
Email: simone.zunich@isd709.org	**Initial Term:** 1/01/2023 – 6/30/2026

Pricing Overview	Amount
One-Time Fees	**$3,500.00**
Annual Recurring Fees	**$25,224.00**
(Initial Term Prorated Fees)	**$12,508.34**

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	$3,500.00	$3,500.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Analytics Solution - powered by Forecast5, usage for up to 5 employees Prorated Term)	1/01/2023	6/30/2023	$12,508.34
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2023	6/30/2024	$25,224.00
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2024	6/30/2025	$27,746.40
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2025	6/30/2026	$30,521.04

Additional Order Form Information

Annual price increases will be the greater of (i) the uplift shown above or (ii) the annual increase in the Consumer Price Index ("CPI-U"). The term CPI-U shall mean the national consumer price index for all urban customers, U.S. City Average, for all items, not seasonally adjusted, with the 1982-84=100 reference base, as published in September for the 12 months ended August 31st of the year preceding the renewal term.

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

1400 Atwater Drive Malvern, PA 19355

11/29/2022

Invoicing Schedule	Due Date	Amount	
Invoice: One Time	**Upon Signing**	**$3,500.00**	**+ applicable sales tax**
Frontline Implementation		$3,500.00	
Invoice: Prorated	**1/31/2023**	**$12,508.34**	**+ applicable sales tax**
Analytics Solution - powered by Forecast5, usage for up to 5 employees		$12,508.34	
Invoice: Annual		**$25,224.00**	**+ applicable sales tax**
Analytics Solution - powered by Forecast5, usage for up to 5 employees		$25,224.00	
Analytics Solution - powered by Forecast5, usage for up to 5 employees		$27,746.40	
Analytics Solution - powered by Forecast5, usage for up to 5 employees		$30,521.04	

1400 Atwater Drive Malvern, PA 19355

11/29/2022

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at https://www.frontlineeducation.com/master-services-agreement/ and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	**Duluth Public Schools - Independant School District 709**
Signature: _____	Signature: Simone Zurich
Name: _____	Name: Simone Zurich
Title: _____	Title: Exec. Dir. of Business Services
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 4316 Rice Lake Rd Duluth, Minnesota 55811
Email: billing@frontlineed.com	Email: simone.zurich@isd709.org
Effective Date: _____	

Financial Planning Analytics

Standard Implementation Services

frontline education

Statement of Work: Financial Planning Analytics

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. Below represents a typical implementation process.

• Sales Handoff • Kickoff Call • Introduction Call with District Team • Determine project timeline	• Data Acquisition for initial setup	• Data Mapping • Building of Budget and Planning Models	• Review and Validate Data (IS Team pre-handoff)	• Model Handoff to Advisor and CSM • Advisor review for reasonable ness	• Provide model access to client • Provide access to Training	• Project closeout process is completed by all parties • Client enters Support Phase

The Financial Planning Analytics project implementation time is dependent on the amount, type, and format of the data being included in the project as well as when Frontline acquires the data needed from the client. The project's estimated timeline will be determined during the planning call based on these and other assumptions, but it is assumed that implementation will be completed within 120 days after signing.

Key Terms

- Automated Data Transfer – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
- Budget Model – Client facing product to analyze the current year budget with year-to-date actuals plus remaining projected months. Provides instant visuals to analyze variances and produces automated month-end reports.
- Planning Model – Client facing product to simplify development of multi-year financial roadmap. Provides dashboard and other instant visuals and produces automated reports.
- CSM – Acronym for Customer Success Manager. The CSM is the account manager for your organization responsible for coordinating support and ensuring your success with Frontline products.
- Advisor – Provides domain expertise to assist in development and ongoing support of Budget and Planning models, in addition to ongoing professional development through webinars and training opportunities.

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Scope/Deliverables*

Budget Model

These deliverables are described broadly and may differ depending on the client state.

1. Budget Summary Dashboard
2. Variance Analysis Dashboard
3. Monthly Financial Report
4. Variance Analysis Report

*There may be additional, state-specific reports and dashboards available.

Financial Planning Model

These deliverables are described broadly and may differ based on the client state.

1. Finances at a Glance Dashboard
2. 5 Year Forecast Summary Report
3. Assumption Assist – Step by Step 5 Year Forecast Builder

*There may be additional, state-specific reports and dashboards available.

Data Acquisition

During implementation, the client will provide the initial datasets needed to create models that include up to five years of historical data. Additionally, an automated data transfer connection will be established to maintain the Budget Model with monthly activity updates and budget revisions.

For commonly used client systems such as Skyward, Frontline can provide queries for the different data sets required.

Initial Datasets

Budget Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Monthly revenue and expense activity up to five prior fiscal years
4	Current Year Activity	Monthly revenue and expense activity for the current fiscal year
5	Fund Balances	Prior year ending balances for all funds

Initial Datasets

Please Note: Datasets for the Forecast Model are only required for a stand-alone implementation. If the implementation includes the Budget Model, no additional data is required for the Forecast Model.

Financial Planning Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Revenue and Expense Activity for up to five prior fiscal years
4	Fund Balances	Prior year ending balances for all funds for each fiscal year of activity

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Systems Integration – Frontline ERP (CA, TX)

Integrations exist within Frontline Education solutions for the ERP system. If the client is a user of Frontline ERP in CA (Escape) or TX (Teams), then initial datasets and monthly files will be automated internally. Frontline will assist with any additional setup required on the client side to establish the initial connections.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- A district office leader (e.g., Chief Financial Officer, Executive Director of Finance, etc.)
- The "lead" contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district users and responsibilities are established. Executive Sponsor involvement may decrease once responsibilities have been delegated.
- Organizes training opportunities.
- Signs off on completion of implementation project.

IT Department

- Will work with Frontline Education Support teams to ensure:
    - Data Acquisition is successful and timely
    - Support setup of automated data transfer for maintenance of models.
    - Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters
    - Provide technical support in instances where local network/technology configurations impact usage of our solutions
    - Support solution integrations as needed

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Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.

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Budget Management Analytics

Standard Implementation Services

frontline education

Statement of Work: Budget Analytics

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Key Terms

- Automated Data Transfer – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
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Executive Sponsor

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  - Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters
  - Provide technical support in instances where local network/technology configurations impact usage of our solutions
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Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.

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CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 28th day of November, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

3 Owls Outdoor Play Consultants

OF THE SECOND PART

Background:

A. Independent School District No. 709 and 3 Owls Outdoor Play Consultants (the "Parties") entered into the contract (the "Contract") dated July 13, 2020, for the purpose of developing a nature playscape at three different sites: MWES, Piedmont ES, and Laura Mac ES.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $4,500.00.
    b. This amendment would increase the not to exceed amount to $7,000.00. The additional cost is $2,500.00 NTE.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Contractor Signature SSN or EIN 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), (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.

83.86
16.14

04 04	E	005 005	579 979	503 285	305 305	000 000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO/Superintendent of Schools/Board Chair Date 11/29/22

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

November 11, 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' will offer teacher consultation sessions.

These services will follow the same conditions as outlined in our original agreement, with a fee of $50/hour, not to exceed $2500.

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: 11/15/22

Head Start Director — Date: 11.11.22

CFO Duluth Public Schools — Date: 11-29-22

Supplemental Information

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

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

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

American Society of Landscape Architects

STANDARD SHORT FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

Preliminary Provisions

Date

This Agreement is made as of July 13, 2020, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

Duluth Preschool
NAME

Historic Old Central High School, 215 N. 1st Avenue East, Duluth, MN 55802
ADDRESS / CITY / STATE / ZIP

Sherry Williams, Director of Duluth Preschool, sheryl.williams@isd709.org, 218-3368815
RELATIONSHIP TO PROJECT OWNER

Landscape Architect

3 Owls Outdoor Play Consultants
NAME

ENTITY

○ SOLE PROPRIETOR ○ PARTNERSHIP ○ CORPORATION ◉ LIMITED LIABILITY COMPANY

P.O. Box 3434, Duluth, MN 55803
ADDRESS / CITY / STATE / ZIP

Rebekah Johnson, 3owlsopc@gmail.com, 218-461-1678
CONTACT INFORMATION

Project

(*general description of Project: name, purpose, baseline information*)

Duluth Preschool is developing a nature playscape at three different sites: Myers-Wilkins Elementary, Piedmont Elementary, and Laura MacArthur Elementary. These playscapes will give preschool classes the opportunity for regular, stimulating, open-ended play in a secure, open-air, nature-inspired environment.

Compensation

Compensation for the Scope of Services performed under this Agreement shall be the Hourly fee of $ 50, NTE $4500 plus Reimbursable Expenses.

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American Society of Landscape Architects

Article 1
Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

Conceptual Design Services for each of the three sites include (but are not limited to):
Project Team Collaboration, Site Analysis, Ideation, Design Development, Plan Drawings with photos & notes, Construction Consultation
Design costs per site: $1500

1.3 Supplemental Services

Supplemental Services are in addition to the basic Scope of Services and, when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to:

Staff training, educational sessions, other

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.

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Article 2
Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3
Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

Article 4
Landscape Architect Compensation

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American Society of Landscape Architects

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 25 %. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5 % simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect, the Scope of Services to be provided under this Agreement has not been completed within by the end of 2020 (*indicate calendar days or months*) of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5
Indemnification

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

Article 6
Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

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American Society of Landscape Architects

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7
Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8
Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Landscape Architect

_____ 7/15/20
Date

Client

_____ 7-23-20
Date

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MINNESOTA STATE

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
23	700000	9394	$160.00	0001100989	

FACILITIES USE AGREEMENT

ON-CAMPUS ONLY

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of LAKE SUPERIOR COLLEGE, 2101 TRINITY ROAD, DULUTH, MN 55811 ("Minnesota State") and IND SCHOOL DISTRICT 709, 4316 RICE LAKE ROAD 108, DULUTH, MINNESOTA 55811 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean:

   Lake Superior College, 2101 Trinity Road, Duluth, MN 55811
   Classroom C290

   Parking will be available to Licensee at the following location: **Any unmarked parking space/row.**

2. **GRANT OF LICENSE**. Minnesota State grants to Licensee a license to use the Facilities solely for the following purpose(s):

   Staff Meetings

   The estimated number of people expected to participate or attend is: **60.**

   Licensee acknowledges and agrees that Minnesota State, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

   The parties agree that this agreement does not create a landlord-tenant relationship between them. Minnesota State is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and Minnesota State shall have

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the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Minnesota State.

3. **TERM AND TIME OF USE**. Licensee may use the Facilities during the following dates and times:

   - **Friday, December 2 from 7:15am – 12:15pm**
   - **Friday, January 6 from 7:15am – 12:15pm**

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of **One Hundred Sixty and 00/100 Dollars ($160.00),** which amount shall be payable in advance when Licensee signs this Agreement and delivers it to Minnesota State. Except as set forth in paragraph 17, if the Minnesota State cancels this Agreement prior to Licensee's use of the Facilities, Minnesota State will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

   All notices, requests, and other communications between Licensee and Minnesota State that are required or that Licensee and Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

   COLLEGE/UNIVERSITY: LAKE SUPERIOR COLLEGE
   Contact Name and Title: Alan Finlayson Vice President of Administration
   Address: 2101 Trinity Road, Duluth, MN 55811

   LICENSEE: IND SCHOOL DISTRICT 709
   Contact Name and Title: Sherry Williams Duluth Preschool Coordinator; Head Start Director
   Address: 4316 RICE LAKE ROAD 108, DULUTH, Minnesota 55811

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, Minnesota State will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Minnesota State will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed $500.00, Minnesota State shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.

7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Minnesota State during its occupancy of the Facilities.

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8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and Universities and **LAKE SUPERIOR COLLEGE** as additional insured, and has provided a certificate of insurance to Minnesota State and said insurance has been approved by Minnesota State/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to Minnesota State.**

GENERAL INSURANCE REQUIREMENTS

POLICY REQUIREMENTS

1. Workers' Compensation Insurance
   - A. Statutory Compensation Coverage
   - B. Coverage B – Employers Liability with limits of not less than:
     - $100,000 Bodily Injury by Disease per Employee
     - $500,000 Bodily Injury by Disease Aggregate
     - $100,000 Bodily Injury by Accident
2. General Liability Insurance
   - A. Minimum Limits of Liability:
     - $2,000,000 – Per Occurrence
     - $2,000,000 – Annual Aggregate
     - $2,000,000 – Annual Aggregate applying to Products/Completed Operations
   - B. Coverages:
     - X Premises and Operations Bodily Injury and Property Damage
     - X Personal & Advertising Injury
     - X Blanket Contractual
     - X Products and Completed Operations
     - X Other; if applicable, please list_____
     - X State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee'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 State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensee is self-insured, a Certification of Self-Insurance must be attached.

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- Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensee shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee's policy limits to satisfy the full policy limits required by the Agreement.

9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold Minnesota State harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Minnesota State's negligence as determined by a court of law. This provision will survive the termination of this Agreement.

10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Minnesota State, and either the Minnesota Legislative Auditor or Minnesota State Auditor for a period of six (6) years following the termination of this Agreement.

13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Minnesota State. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.

14. **CANCELLATION**. This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.

15. **NON-WAIVER**. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

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16. **SECURITY**. Licensee hereby assumes all responsibility for security throughout its use of the Facilities.

17. **DEFAULT**. In the event of any default by Licensee under the terms of this Agreement, Minnesota State may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the Minnesota State may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.

18. **GOVERNING LAW and VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **ENTIRE AGREEMENT**. This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

20. **OTHER PROVISIONS** None.

SIGNATURE BLOCK IS ON NEXT PAGE

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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. LICENSEE: IND SCHOOL DISTRICT 709
Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)
DocuSigned by: Sherry Williams E3C99AA023ED407... Sherry Williams
Title Preschool Director
Date 11/23/2022 | 1:48:05 PM CST

2. MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE

By (authorized signature)
DocuSigned by: Alan Finlayson CABEA485D3C74E5... Alan Finlayson
Title Vice President of Administration
Date 11/23/2022 | 2:34:25 PM CST

3. VERIFIED AS TO ENCUMBRANCE (if applicable)

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

By (authorized signature)
DocuSigned by: Alan Finlayson CABEA485D3C74E5... Alan Finlayson
Title Vice President of Administration
Date 11/23/2022 | 2:34:25 PM CST

Budget Code 04 E 005 579 503 366 000

3D INSTITUTE SEAT LICENSE PARTNERSHIP AGREEMENT

Date: December 1, 2022

Purchaser: Duluth Public Schools ("Purchaser")
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

3D Institute Services, Products & Pricing (the "Services"):

3D Institute offers access to digital content through on-line courses and other content format as well as ancillary products and services to organizations. The collection of digital content is provided through a one year subscription model obligating the organization to a specific number of seat licenses which allows those licensees to have unlimited access to the content listed below.

Number of Subscription Licenses:		65
Price per Seat:		$75
Annual Credit (yrs 1-3):	Budget Codes	**($1900)**
Total Cost Per Year:	50% 01 E 215 640 316 305 000	**$ 2,975**
	50% 01 E 220 640 316 305 000	

Basic Seat License Package

Digital Content

- SPORTS: 3D Coaching Course for Certification
- SPORTS: 3D Coaching Essentials Course
- 3D Parenting: Helping Athletes Flourish in 3D
- Obtaining Alignment Between Coaches and Parents Course
- Shaping Culture Using The 3D Framework Course
- 3D Development Tool (Spring 2023)
- My 3D Library: SPORTS

Services Content

- Dedicated Service Coordinator with Scheduled Athletic Director Check In
- Membership in Closed Facebook Group for Seat License Holders
- Access to Scheduled Best Practices Webinars

Payment Terms: Purchaser shall pay the sum of $2,975 which is due upon signing Agreement and pay the balance due in equal yearly installments of $2,975 due on or before December 1. All Fees are non-refundable.

Term: This Agreement commences on the date first written above and continues for three (3) years, expiring on December 1, 2025 provided, however, this Agreement shall automatically renew for successive additional two (2) year terms unless either Party notifies the other Party in writing no later than ninety (90) days prior to the end of the current term of its election not to renew and extend the term of the Agreement (all such collectively the "Term").

By signing below, Purchaser agrees and acknowledges this is a binding legal agreement with 3D Institute, LLC ("3DI") and agrees to the general terms and conditions attached hereto.

The Parties have executed this Agreement as of the date first written above by the following duly authorized representatives.

Duluth Public Schools

Simone Zunich 11/29/22

Simone Zunich
Executive Director of Finance and Business Services

3D Institute, LLC

Doc Beeman
Chief Revenue Officer

3D INSTITUTE SUBSRIPTION AND LICENSE AGREEMENT
GENERAL TERMS AND CONDITIONS

1. **Grant of Limited License for Use**. 3DI provides to Purchaser a limited and revocable license to use the 3DI Services, materials and platforms which are the subject of this Agreement. The Services are protected by intellectual property laws and treaties. Any references hereunder to "sales" or "acquisition" or like terms notwithstanding, the Services is licensed, not sold, and rights granted hereunder are limited to the Services in object code only. No source code rights are granted hereby.

2. **Independent Contractor Status and No Agency Authority.** 3DI and Purchaser are independent contractors with respect to one another under this Agreement. This Agreement shall not be deemed to establish any employment, agency, joint venture, or partnership relationship or to impose any liability attributable to such a relationship upon either Party. Accordingly, 3DI is not contracted as "Work for Hire" for purposes of any proprietary rights. 3DI reserves all rights and interests of ownership and use of its own systems, programs, concepts, reports, documents, tangible work product and other services provided by 3DI hereunder. Neither party shall have the authority to legally bind the other to any contract, proposal, or other commitment or to incur any debt or create any liability on behalf of the other.

3. **Termination.** 3DI or Purchaser may terminate this Agreement immediately if either party is in material breach of any term or provision of this Agreement, including but not limited to non-payment of Fees. Upon termination or expiration of this Agreement, 3DI will cease providing to Purchaser and Purchaser shall cease all use of the license subscription provided for hereunder.

4. **Intellectual Property.** 3DI retains rights, title and interests in all intellectual property associated with or related to the Services that are the subject matter of this Agreement, including but not limited to elements, components, patents, patent applications, copyrights, trademarks, trade secrets or other proprietary or intellectual property owned by 3DI. Purchaser is prohibited from duplicating or reproducing any 3DI Services or intellectual property.

5. **Confidentiality.** Neither Party shall, during the term of this Agreement and always thereafter, disclose to any person or entity, directly or indirectly, without prior written approval of the other Party, and information relating to this Agreement or Confidential Information (as defined below). During the term of this Agreement and at all times thereafter, each Party shall not do any of the following: (i) use any of the other Party's Confidential Information or any other information furnished by such other Party in connection with the Services for its direct or indirect benefit, or the direct or indirect benefit of any third party, or (ii) use any information furnished by the other Party in connection with the Services for any purpose other than the carrying out of the Services. Each Party shall use reasonable care and caution to safeguard the other Party's Confidential Information that is in its possession or control and to protect the other Party's Confidential Information from disclosure to third parties, but in no event less than the same degree of care and caution that it affords its own Confidential Information. "Confidential Information" shall not include information that (i) is readily available to the general public through no fault or omission of the other Party or any of such other Party's employees or agents, or (ii) is already known to such other Party (except for information already known by reason of disclosure from the Party about whom such information pertains or from such Party's employees or agents free from any duty of non-disclosure). Failure to mark any information as confidential or proprietary shall not adversely affect its status as "Confidential Information." Both parties acknowledge that any breach or threatened breach of any provision of this provision will cause continuing and irreparable injury to the non-breaching party for which money damages would be an inadequate remedy. Accordingly, the non-breaching party shall be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach or threatened breach. In connection therewith, the Party against whom such relief is sought shall not, in any action or proceeding to so enforce any provision of this section, assert the claim or defense that the non-breaching Party has an adequate remedy at law or that such injunctive relief is not appropriate under the circumstances. The rights and remedies of the non-breaching Party set forth in this section are in addition to any other rights and remedies to which the non-breaching Party may be entitled, whether existing under this Agreement, in law or in equity, all of which shall be cumulative.

6. **Representations and Warranties.** Each Party hereto hereby represents and warrants to the other Party that (i) it lawfully formed and operating under the applicable state laws and has all requisite capacity, legal power and authority to execute, deliver and perform this Agreement, (ii) this Agreement is a binding agreement enforceable against Purchaser in accordance with its terms, and (iii) the execution, delivery and performance of this Agreement will not constitute a breach of any agreement or restriction to which Purchaser is a party or by which it may be bound. Further, 3DI provides a limited warranty of use and Purchaser's sole remedy for any dispute relating thereto is limited to a refund of any remaining portion of outstanding Fees and 3DI is not responsible in any respect for any direct, incidental or consequential damages whatsoever.

7. **Indemnification.** Purchaser shall indemnify, defend and hold harmless 3DI, its parent, related or subsidiary companies and its respective officers, directors, employees and agents from and against any liability, loss or expense (including reasonable attorneys' fees) to the extent caused by (i) the Purchaser's breach of a representation, term or condition of this Agreement; or (ii) any intentional or negligent act, error or omission by Purchaser or its officers, directors, agents, subcontractors or employees in connection with the services, performances and/or matters relating to this Agreement.

8. **Notices**. All notices, requests, demands, waivers, consents, approvals or other communications which are required or permitted hereunder shall be in writing or shall be deemed delivered if transmitted by email, hand-delivered, sent by a nationally recognized overnight courier service (such as UPS or FedEx), or sent by U.S. mail, return receipt requested, postage prepaid, to the addresses set forth below, or to such other address as the Party entitled to receive such notice may, from time to time, specify in writing to Purchaser at the address written above and for 3DI to: 3DI Managing Partner, 7325 Forestwood Court, Orlando, Florida 32825, or Mike.millay@3dinstitute.com

9. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding between 3DI and Purchaser as to the subject matter hereof and supersedes all prior representations, warranties, covenants, and undertakings, whether written or oral, between 3DI and Purchaser with respect to the subject matter hereof. This Agreement may only be amended in writing and signed by both Parties to be valid and enforceable.

10. **No Assignment.** Purchaser shall have NO right or power to assign or to delegate all or any of Purchaser's rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of 3DI. 3DI may assign this Agreement in whole or part, without the prior written consent of Purchaser, to contractor or any successor legal entity which succeeds as a going concern to the business presently conducted by such 3DI pursuant to a merger, consolidation, or sale of all or substantially all of such 3DI's assets.

11. **Waiver**. No failure by any Party at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall not constitute a waiver thereof or in any way impair such Party's right at any time to avail itself of such remedies as it may have to enforce such terms or conditions. No waiver by any Party hereunder will be effective unless in writing and signed by such Party. All rights and remedies existing under the Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

12. **Governing Law and Legal Proceedings**. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Florida excluding its choice of law provisions. The Parties submit to personal jurisdiction in Florida and any litigation related to this Agreement may be properly commenced only in State or Federal Court in Orange County, Florida. Each Party shall comply with all applicable federal, state and local laws. In any legal action, whether at law or equity, the prevailing party shall be entitled to recover from the other party its reasonable professional fees associated with such action, including, without limitation, attorney, accounting and expert witness fees, costs and expenses.

13. **Limitation of Liability**. Purchaser agrees that 3DI's sole liability to Purchaser under this Agreement for any loss, liability or damages, including attorney's fees and litigations costs, for any claim arising out of or in any way related to this Agreement and the Services provided by 3DI, shall be limited to and shall not exceed the amount of the Fees payable to 3DI under this Agreement.

14. **Binding Effect; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of 3DI and Purchaser and each of their respective permitted successors and assigns, except to the extent as may otherwise be provided under this Agreement. Notwithstanding the foregoing, nothing contained herein, express or implied, is intended to confer upon any person or entity other than the Parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

15. **Severability**. The provisions of this Agreement shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the invalidity or enforceability of any other provision.

16. **Force Majeure.** In case the performance of any of the terms or provisions of this Agreement shall be frustrated, delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, or because of riots, war, public disturbances, strikes, lockouts, terrorism acts, fires, floods, acts of God, as well as local, national or global health hazards or pandemics, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party whose performance is interfered with may at its option, suspend the performance of its obligations hereunder (other than payment for services already performed prior to suspension) during the period such interference continues and for no longer.

QUOTE

3D INSTITUTE
7325 Forestwood Court
Orlando, FL 32835
www.3dinstitute.com
Phone - 816 535 0440
TIN 47-2053869

Customer Contact Info

Name Simone Zunich
Phone 218 336 8716
Email simone.zunich@isd709.org

Item Code	Product Line Item	Quantity	Price	Credit	Total
SLS-02	Organizational Seat License (Sports) - Annual	65	$ 75.00		$4,875.00
	Year One Credit				$1,900.00

Customer Information

Organization	Duluth Public Schools	Shipping	$0.00
Attn:	Simone Zunich	Tax	$0.00
Address 1	4316 Rice Lake Road, Suite 108	Discount/Credit	$1,900.00
Address 2			
City, ST Zip	Duluth, MN 55811	**TOTAL**	**$2,975.00**

Subtotal **$4,875.00**

*** Credit of $5700 for previous purchases will be spread across the first three years of the agreement equally at $1900 per year

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

3D Institute

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7325 Forestwood Court

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32835

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	2	0	5	3	8	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Michael Miller Date ▶ 7/23/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Heather Kemp	heather.kemp@isd709.org
Lakewood Elementary 5207 North Tischer Rd, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:

Deposit: You have made a reservation to stay for February 13, 2023 - February 15, 2023 with 60 participants. To hold your reservation we require a deposit of $900.00. **This contract is valid for 30 days after receipt.**

Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.

By signing below, I agree to the terms listed above:

Printed Name: Heather Kemp	**Title:** Teacher	
Signed Name HeatherKemp	**Date** 4/14/2022	
Billing Contact: Jerrie Soderburg **Billing email address:** jerrie.soderburg@isd709.org	**Billing Address:** 5207 N. Tischer Rd Duluth, MN 55804	
Cardholders Name: ☐ same as billing contact	**Cardholders address:** ☐ same as billing address	
Credit Card #	**Exp Date:**	**CVV:**
If unable to pay at this time, when can we expect your deposit? July 2022		

Budget Code - 01E 500 298 000 4014208

Simone Zunich

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

Return to: 6282 Cranberry Rd ~ Finland, MN 55603 or fax to: 218-353-7762

Today's Date: April 13, 2022

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Boosterthon Program Contract

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into on 10/13/2022 (the "**Effective Date**"), by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and Stowe Elementary , a SCHOOL (the "**Client**") (Booster and the Client are referred to collectively herein as the "**Parties**" or individually as a "**Party**").

RECITALS

WHEREAS, Booster is in the business of organizing, marketing, and leading fundraising campaigns whereby students of educational institutions raise funds to sponsor their participation in an exercise based event, such funds (net of compensation to Booster) to be used by such institutions for the furtherance of the purpose thereof (each a "**Boosterthon Program**");

WHEREAS, the Client is interested in hosting a Boosterthon Program, and Booster is willing to offer its services in connection therewith on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Engagement**. The Client hereby engages Booster to organize, market and manage a Boosterthon Program (the "**Services**"), and Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.

2. **Obligations of Booster**. Booster shall conduct a Boosterthon Program on behalf of the Client. The services and materials provided by Booster as part of the Boosterthon Program shall include, but are not limited to, supplying all prizes, advertising, promotion, and organization, necessary or appropriate, in the sole discretion of Booster, to conduct a Boosterthon Program in accordance with Booster's customary practices and customs.

3. **Obligations of the Client.** The Client shall make available to Booster, its personnel and agents, any and all school grounds and facilities, as specified on Exhibit A, as well as any and all Client students, faculty, and staff, as specified, on the dates and during the times as set forth in Exhibit A. The Client shall arrange for the Volunteers (as defined herein) to participate, at the direction of Booster and its representatives, in the Collected Funds (as defined herein) to be held on the date agreed upon by both parties.

4. **Base Cost. Within** 125 **business days of the execution** of this Agreement, the Client shall pay to Booster a Base Cost of 500 **dollars** (the "**Base Cost**"). The Client agrees that except as set forth in Section 11, the Base Cost is non- refundable, earned as of the date of the execution of this Agreement, and will not be returned to the Client under any circumstances. The Client agrees that the Base Cost is independent of the Booster Share set forth in Section 7 of this Agreement, and that the Base Cost is not deductible or otherwise taken into consideration when calculating the Booster Share.

DS SG

DS M

5. **Date of the Boosterthon Program.** The dates and times of the scheduled Boosterthon Program shall take place on the schedule set forth in Exhibit A.

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6. **Collection of Funds.** The collection of funds raised as a result of the Boosterthon Program shall take place as follows:

(a) All of the funds collected by each of the participating students and/or classrooms from their respective Boosterthon Program sponsors shall be known as the "**Collected Funds**." The collection of Collected Funds may begin up to two weeks prior to the date of Program Kick Off as stated in Exhibit A (the "**Program Kick Off**"). The Client shall allow Booster to send collection reminders regarding the Collected Funds to students on at least two separate occasions prior to the official Program End Date, set forth in Exhibit A. Booster will not have access to any student email addresses, nor will Booster send students messages directly.

(b) Prior to an in-person collection of funds, Booster representatives will train the Volunteers on the use of the Booster online collection program. There must be at least one Volunteer representing the Client at all time funds are collected or tallied in person.

(c) After all Collected Funds have been satisfactorily accounted for, the Collected Funds shall be immediately distributed according to Sections 4 and 7 of this Agreement.

(d) The Parties may organize one or more additional in-person collection dates. In the event that the Parties agree to pursue additional collection dates, the Parties will agree on a mutually acceptable date to hold such collection. Any additional collections shall be conducted in the manner set forth in Section 6(a)-(c) above.

7. **Distribution of Raised Funds.**

(a) The Client shall retain a percentage (see Exhibit B for percentage) of Gross Revenues that is raised by the Boosterthon Program. As compensation for the services provided in conducting the Boosterthon Program, Booster shall retain from the Collected Funds, or the Client shall cause to be paid, as applicable, the remaining amount which is equal to a percentage (100 Percent minus the Client's Percentage from Exhibit B) of the Gross Revenues generated by the Boosterthon Program (the "**Booster Share**"). For purposes of this Agreement, "**Gross Revenues**" shall mean all funds collected or otherwise received because of the Booster Program, the Client, the participants in the Boosterthon Program, or any other student, parent or Client employee or representative in connection with the fundraising efforts that are the object and purpose of the Boosterthon Program or otherwise related thereto.

(b) The Client will maintain access to and control of the funds and the account in which the funds are deposited. Booster will not, at any time, have access to or control of the funds or account in which the funds are deposited.

8. **The Client's Acknowledgments, Representations and Covenants.**

(a) In order to maximize the success of the Boosterthon Program, the Client shall not actively promote any other fundraiser, including any annual fund, through the duration of the Boosterthon Program beginning from Program Kick-Off through Event date (according to the date assigned to this meeting on Exhibit A).

(b) The Client hereby acknowledges that the Boosterthon Program involves strenuous physical activity and hereby agrees that it is the sole responsibility of the Client to determine the physical condition, health, and fitness of its students and other participants in the Boosterthon Program and the safety and suitability of each student's and other participant's participation in the Boosterthon Program. The Client further acknowledges and agrees that Booster has no, and will not at any time have any, independent knowledge of, and is not responsible for investigating or determining (and will take no measure to investigate or determine) the physical condition, health, and fitness of the Client's students

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and other participants in the Boosterthon Program or the safety or suitability of any student's or other participant's participation in the Boosterthon Program. The Client takes full responsibility for assessing the physical condition of all participants of the Boosterthon Program. Client is responsible for alerting students, guardians, and any other participants to the nature of the Boosterthon Program and any appropriate safety precautions.

(c) The Client is responsible for obtaining and maintaining through the Boosterthon Program all necessary permits as may be required for such events.

9. **State Compliance and Registration.**

(a) Upon receipt of this executed Contract, Booster will register as a professional fundraising counsel, or other fundraising designation deemed by the appropriate State authority, in the State where the Client is located. Booster will file a copy of this Agreement in the States where registration is required. In accordance with fundraising regulations, Booster may request additional information from the Client, including but not limited to, the Client's Employer Identification Number, State Registration Number, and bank account number where Collected Funds will be deposited.

(b) The Parties agree that the Client will review its legal obligations to register as a charitable organization where relevant prior to the date of the Program Kick Off set forth in Exhibit A.

(c) Each Party will be responsible for its own costs in becoming and remaining compliant with the appropriate state agency.

10. **Mutual Indemnification.** To the extent allowed by law, the Client and Booster agree to mutually indemnify and hold the other harmless, as well as the other's board members, elected officials, and employees, from and against any and all claims and damages, brought by a third party against the other party, and/or its board members, elected officials, and employees arising from the negligence or misconduct of the indemnifying party and/or its board members, elected officials, and employees.

11. **Termination**.

(a) This Agreement may be terminated by the Client for any reason at any time prior to the date of the Program Kick Off set forth on Exhibit A by written notification (including email) to Booster.

(b) This Agreement may be terminated by Booster at any time, and for any (or no) reason by written notification (including email) to the Client. In the event of termination of this Agreement by Booster, the Base Cost shall be returned to the Client within thirty (30) days. The refund of the Base Cost shall be the sole and exclusive liability of Booster, and the sole and exclusive remedy of the Client, with respect to termination of this Agreement pursuant to this Section 11(b).

(c) The Parties acknowledge and agree that the termination of this Agreement, whether by the Client or by Booster, shall not affect the distribution of Gross Revenues as set forth in Section 7 whether such Gross Revenues are collected prior to or after the termination of this Agreement.

12. **Acknowledgements.** To the extent permitted by law, Client shall be responsible for its acts and omissions in connection with this Agreement and the Services performed hereunder, and Client covenants that it will not create liability on the part of Booster to a third party as a result of Client's actions or omissions hereunder. The Client shall maintain in full force and effect Comprehensive General Liability insurance, at its own expense, on an occurrence basis, that includes a duty to defend and provides bodily injury, property damage and contractual liability coverage with limits of at least one million dollars

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($1,000,000). Booster shall carry at all times a comprehensive general liability insurance policy at its expense with coverage limits of at least one million dollars ($1,000,000).

13. **Right to an Accounting.**

(a) The Client shall keep, maintain and preserve in its principal place of business, during the term of this Agreement and for at least one (1) year following its termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions (including all donations and Gross Revenues generated by the Boosterthon Program) related to this Agreement. Upon reasonable notice, Booster and/or its duly authorized representatives shall be given full access to, and shall have, the right to inspect and review all such records and other materials related to this Agreement. Such records and other materials shall be available for inspection and review (including photocopying) during reasonable business hours at any time during the term of this Agreement and for at least one (1) year following its termination or expiration. The Client will cooperate and will not cause or permit any interference with Booster and/or its representatives in the performance of their duties of inspection and review. Except as set forth in paragraph (b) below, any such accounting shall be performed at Booster's sole expense.

(b) Should an accounting indicate an underpayment by the Client of any of the compensation to be paid to Booster hereunder, the Client shall be liable for the full amount of any such underpayment, including interest at the highest rate allowable under applicable law. The Client shall submit any and all of the foregoing payments owed to Booster within thirty (30) days from the date of the accounting.

14. **Intellectual Property.**

(a) The Client hereby acknowledges and agrees that Booster's trademarks, label designs, literature, website materials, videos, product and service identification, artwork and other symbols associated with Booster's Services ("**Booster Marks**") are and shall remain Booster's property.

(b) The creative ideas, concepts (including the concept of the Boosterthon Program as a fundraiser), slogans, art and printed material provided to the Client prior to the date hereof are the property of Booster and cannot be used, duplicated, copied or repeated without Booster's prior written consent.

(c) The Client shall not manufacture or sell, or license or procure the manufacture or sale of, any tee-shirts or other promotional or other merchandise which bears the Booster Marks except as otherwise consented to by Booster in writing.

(d) Booster shall own all right, title and interest in and to all intellectual property created by or on behalf of either Party in connection with this Agreement or the Boosterthon Program, including, without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright. The distinctive colors, concepts, indicia and look displayed by Booster at the Boosterthon Program and by Booster in its regular business operations and materials shall constitute Booster property and therefore be owned by Booster. The Client expressly acknowledges that the Parties have agreed that all copyrightable aspects of the Boosterthon Program are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "**Act**"), of which Booster is to be the "author" within the meaning of such Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Booster as its creation, and the Client hereby expressly disclaims any interest in any of them. The Client expressly acknowledges that it is not a joint author and that all works created in connection with the Services hereunder are not joint works under the Act.

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(e) Any and all rights of Booster, including those in and to the Boosterthon Program, are reserved to Booster and may be exercised, marketed, licensed, exploited or disposed of by Booster with respect to any third parties concurrently with the term of this Agreement.

15. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (a) delivered personally, (b) transmitted by guaranteed overnight delivery services, or (c) sent by certified mail, return receipt request, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered or sent by overnight delivery service shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on the date of the return receipt.

Booster: Booster Enterprises, Inc.
5300 Triangle Pkwy NW
Peachtree Corners, GA 30092
Telephone: _____
Attn: _____

Client: Stowe Elementary

a SCHOOL

Street: 715 101St Ave W
City: Duluth
State, Zip: MN 55808
Telephone: _____

Attn: _____

16. **Choice of Law/Venue.** This Agreement will be construed and enforced according to the laws of the State of Georgia, United States of America, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction. The Client agrees that any action or proceedings arising out of this Agreement shall be brought and maintained in Georgia, and hereby consents to the jurisdiction of courts located in Georgia.

17. **Relationship of Parties.** Booster is an independent contractor, and nothing herein shall be construed to make either Party the partner, employee, joint venture or agent of the other Party. Except as set forth in this Agreement, neither Party shall have the right or power to obligate or bind the other in any manner whatsoever. Except as expressly set forth otherwise herein, the Client shall not exercise direct supervision or control over Booster's day-to-day activities or over Booster's employees, agents or subcontractors. Each of Booster and the Client shall be solely responsible for its actions and the actions of its employees and agents. For the avoidance of doubt, neither Booster nor its employees, agents or subcontractors, including, without limitation, any temporary labor, shall be deemed the Client's employees, agents or subcontractors, and no such party or individual shall hold itself out as such. In no event shall the Client be responsible for providing any employee benefits to any such party or individual.

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Without limiting the generality of the foregoing, (a) the Client shall not withhold from any of the consideration hereunder, except when required by law, any amount for federal income taxes, social security, Medicare or any other legal deductions; and (b) the Client shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for any employee or agent of Booster or its agents, payment of which shall be Booster's responsibility.

18. **Unavoidable Delay.** The Parties shall not be liable for failure to perform its complete obligations described in this Agreement, if such failure results from any act of God, inclement or severe weather, flood, earthquake, terrorist attack, riot, war, civil unrest, pandemic, or other cause outside of a Party's control that prevents such Party from fulfilling its obligation as outlined in this agreement (a "**Force Majeure Event**"). In the event that the Boosterthon Program is cancelled due to a Force Majeure Event, including any unplanned school/district closures (such as COVID-19), Booster will work with the Client to schedule an alternative date, or provide a virtual option, for the Boosterthon Program at a date that is mutually convenient for the Parties. If rescheduled, the retained Base Cost shall be applied to the newly scheduled Boosterthon Program. If cancelled, due to a Force Majeure Event, Booster shall shall refund the Base Cost for the Boosterthon Program, and no Party shall have further recourse against the other Party for fees or services with respect to such cancelled event.

19. **Further Assurances.** The parties agree to take such action, and to produce or execute such other documents or agreements as may be necessary or desirable for the execution and implementation of this Agreement and the consummation of the transactions contemplated hereby.

20. **Dispute Resolution**. Any Dispute arising out of or relating to this Agreement or the breach thereof shall be submitted in writing to the other Party. Upon receiving written notice of the Dispute, the Party will have thirty (30) days to respond. If an amenable resolution cannot be achieved within thirty (30) days, the Parties may extend the period for an additional thirty (30) days. If an amenable resolution still cannot be reached, the Parties will elect a single mediator, agreeable to each Party, and submit the Dispute to mediation. The cost of mediation will be shared equally between the Parties. If an amenable resolution cannot be achieved through mediation, each Party may pursue any legal remedy available under the law.

21. **Severability.** If any provision of this Agreement, or part thereof, or the application of any provision, or part thereof, is held invalid or unenforceable, the application of such provision, or part thereof, other than to the extent it is held invalid or unenforceable, shall remain in full force and effect. All other provisions in this Agreement shall remain in full force and effect.

22.**Entire Agreement/Amendment.** This Agreement, together with Exhibits A and B, constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between Booster and the Client and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the parties, whether written or oral. Any amendment to this Agreement shall be set forth in writing, dated, and signed by both parties to this Agreement.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Documents, including signatures, transmitted via facsimile or electronic transmission shall have the full force and effect of original documents.

DocuSign Envelope ID: 13C4E49C-642D-4A9F-8340-DC267A68D173

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective on the date first above written.

"Booster"

BOOSTER ENTERPRISES, INC.

DocuSigned by:

By: Shannon Good
AFBCDEDC81204D8...

Name: Shannon Good

Title: Account Executive

Date: 10/13/2022

"Client"

Name of Client: Stowe Elementary

a SCHOOL

DocuSigned by:

By: Jessica Cook
9F2890BB51BB432...

Name: Jessica Cook

Title: Principal

Date: 10/13/2022

By: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 13C4E49C-642D-4A9F-8340-DC267A68D173

Exhibit A

Boosterthon Program Schedule

DS SG

DS JC

Event	Date (s)	Parties Involved
Program Kick Off	2023-02-06	
Event Day	2023-02-14	

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Exhibit B

DS SG

DS JC

Pricing Breakdown

$500 rolling base cost - paid upfront for first year and rolls over as base cost for every year that client rebooks
75% of funds raised to Stowe Elementary
25% of funds raised to Booster
No online processing fee

Booster agrees to provide free glow bracelets OR necklaces for every student on event day.

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Booster Enterprises, Inc.
5300 Triangle Pkwy NW
Peachtree Corners, GA
30092

INVOICE

Date 10/13/2022

Bill To

School Stowe Elementary

Addres 715 101St Ave W

Duluth MN 55808

DEPOSIT DUE $ 500

Payment Options:
You will receive a link to the Booster Payment Portal where you can pay your base cost online via ACH. If you would prefer to pay via check, please make them out to Booster Enterprises Inc. Please allow 2 weeks for processing any check payments

AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of September, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Fleischer, 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 9/1/22 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.** *(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 $____ hourly and $ 1500.00 in total. ($55 per game)

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brett Munsing, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
X 11 Arbutus Drive, Duluth MN 55810.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

X _____ [redacted] X 11/15-/22

Contractor Signature SSN/Tax ID Number Date

_____ 11/17/22

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	292	000	305	700
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

_____ 11/29/22

CFO / Superintendent of Schools / Board Chair Date

Sports PA Announcer and Scoreboard

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **Duluth East High School, 301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2022**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 16-17, 2022 (Friday-Saturday)

Symphony Hall
Paulucci Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

   $2,820.00 (Two Thousand Eight Hundred Twenty Dollars and no cents)

   Plus the following:
   Equipment List and Audio-Visual - *(Effective 1/2022) or current rates*
   Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~***A $1,000.00 non-refundable deposit* is required thirty (30) business days after receiving this contract.***~~ Remaining balance will be billed and due upon receipt.

3. All food and beverage must be purchased through the Duluth Entertainment Convention Center or DECC approved catering vendor. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.

4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.

5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the DECC and Fire Prevention Bureau of the City of Duluth.

350 Harbor Drive / Duluth, MN 55802-2698 / 218-722-5573 / 218-722-4247 Fax

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.

8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.

9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.

10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than $500,000.00 for each person injured or killed, and not less than $1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than $100,000.00 for each occurrence. All policies of insurance ***shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured*** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.

11. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, governmental restrictions, and inoperable building conditions.

12. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.

13. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.

14. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.

15. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.

16. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

17. Permittee shall be subject to and follow all local, state and national orders that potentially restrict the number of attendees or mandate health protocols (such as masking, temperature checks, and physical distancing). Permittee agrees to assume responsibility, and provide adequate staffing, to enforce health protocols and attendance restrictions.

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IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 21st day of April, 2022

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____

Dan Hartman, Executive Director
Duluth Entertainment Convention Center
(DECC)

Erinne Zunich

Permittee Signature

Exec. Dir. of Finance, Business Services

Permittee Title

11/22/22

Date

Rev 12/08

350 Harbor Drive / Duluth, MN 55802-2698 / 218-722-5573 / 218-722-4247 Fax

No Cost Contracts Signed
November 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**
Arctic Wolf	Technology	Incident Response Retainer Offering – no cost
Fond du Lac Band of Lake Superior Chippewa	TLE | MTTS	MOU encouraging cooperation between Fond du lac Human Services and Duluth Public Schools

DocuSign Envelope ID: 32F51344-1AA6-44D2-9102-14B6068616E8

Incident Response Retainer Enrollment Form

This Incident Response Retainer Enrollment Form (this "***Enrollment Form***") is between the person or entity identified as "Customer" in the signature block below and Tetra Defense, LLC, a Delaware corporation ("***Tetra***"), and is effective as of the effective date in the signature block below (the "***Effective Date***") and includes any other documents that are expressly incorporated by reference. By signing below, each party represents that it has read and understands the terms of the Enrollment Form and agrees to be bound by them, and that is has the full power and authority to accept the terms of this Enrollment Form.

If there is a conflict among the documents that make up the Enrollment Form, the documents will control in the following order: this Enrollment Form and then any URL linked terms set forth herein. No term or condition contained in a purchase order or similar document will apply unless specifically agreed to by the other party in a signed writing, even if the order has been accepted; all such terms or conditions are otherwise hereby expressly rejected.

Item	Description
Retainer Offering	Incident Response Retainer Offering described in the Retainer Terms
Retainer Offering Start Date	Effective Date
Retainer Offering End Date	Last day of the Subscription Term for the eligible Solutions provided by Arctic Wolf Networks, Inc. to Customer pursuant to the terms of the Solutions Agreement located at: https://arcticwolf.com/terms/msa/ or such other negotiated agreement made between the parties or between Customer and its managed service provider, as applicable
Fees For Retainer Offering	No cost

1. This Enrollment Form and Customer's receipt of the Retainer Offering is described in and subject to the terms of the Retainer Offering Agreement terms located at https://arcticwolf.com/terms/ as may be updated from time to time in Tetra's sole discretion ("Retainer Terms") which are incorporated herein by reference and may be updated by Tetra from time-to-time. By signing below, Customer agrees to the Retainer Terms. Any capitalized terms not otherwise defined in this Enrollment Form will have the definitions set forth in the Retainer Terms.
2. Customer acknowledges and agrees that this Enrollment Form is a one-time offer which will end on the earlier of the (a) Retainer Offering End Date set forth in the table above, (b) termination of the Subscription Term, or (c) as otherwise terminated as set forth in the Retainer Terms.
3. Upon signature by Customer and acceptance of the terms set forth herein, Customer is eligible to receive, and Tetra will provide, the Retainer Offering as described in the Retainer Terms.
4. Unless executed by Customer within sixty (60) days following issuance of this Enrollment Form to Customer by Tetra, Tetra's offer for the provision of the Retainer Offering and the terms of this Enrollment Form shall expire and shall have no force and effect on the parties.

IN WITNESS WHEREOF, the parties have caused this Enrollment Form to be executed by their duly authorized representatives on the Effective Date.

Tetra Defense, LLC	**Customer:** Duluth Public Schools
Signed: Andrew D Hill	**Signed:** DocuSigned by: Simone Zunich 3DAA69D8FEB545E...
Name: Andrew Hill	**Name:** Simone Zunich
Title: Chief Legal Officer & General Counsel	**Title:** Executive Director Business Services
	Effective Date: 11/22/2022
Notice Address: 8939 Columbine Road, Suite 150 Eden Prairie, MN 55347 Attn: Legal Department legal@tetradefense.com	**Notice Address:** ISD #709 Duluth Public Schools 4316 Rice Lake Rd Duluth MN 55811

MEMORANDUM OF UNDERSTANDING

Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Fond du Lac Human Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their mental health services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that the tribally owned and operated Fond du Lac Human Services has a full services Behavioral Health Department designed to serve American Indian children and their families;

WHEREAS, Fond du Lac Human Services desires to locate School Linked Mental Health Therapists, in Duluth Public Schools to provide therapeutic services for students including mental health services such as, diagnostic assessments, mental health treatment plans, and individual therapeutic sessions;

THEREFORE, Fond du Lac Human Services and Duluth Public Schools agree that it is in the best interest of American Indian Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Fond du Lac Human Services Division and Duluth Public School District ISD #709 in its implementation of creating educational successes for American Indian Children by providing quality, culturally appropriate therapeutic services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Fond du Lac and ISD #709

It is understood that Fond du Lac and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Fond du Lac

1. Fond du Lac licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, Fond du Lac Mental Health Supervisor, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, Indian Education Director and ISD 709 Principals.

2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.

3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. Students served by Fond du Lac Behavioral Health in the Duluth Public Schools are clients of Fond du Lac Human Services and are subject to the same rights and responsibilities as clients served onsite at any Fond du Lac Human Services facility.

5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of Fond du Lac and ISD #709.

6. Locate therapists at Duluth Public Schools in order to provide mental health services in a private setting identified by school administrators.

7. Employ and be responsible for its employees placed at Duluth Schools.

8. Maintain appropriate professional liability insurance.

9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.

10. Obtain parental permission to provide services.

11. Maintain and own case management records of students served.

12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by Fond du Lac.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.

14. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

15. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with Fond du Lac administrative staff to plan a system of mental health service delivery.

2. Inform Principals and school staff of services available and work with Fond du Lac staff to develop a system to identify and refer students that may be in need of mental health services. Meet periodically with Fond du Lac administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide Fond du Lac with a private meeting space for mental health professionals with access to a telephone and internet connection.

4. Upon parental permission and Fond du Lac's request, Fond du Lac will be provided student schedules in order to meet with students for therapy services.

5. Obtain parental permission before referring students to Fond du Lac for therapy services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-9-22 and will continue through 9-8-2023 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Fond du Lac and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Fond du Lac and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

See pages of the 2018 Behavioral Health Policy and Procedure (attached).

Referrals. Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established Fond du Lac Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact Fond du Lac's SLMH Administrative Specialist to initiate services. The Fond du Lac staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer American Indian students to Fond du Lac Mental Health Professionals for culturally appropriate therapeutic services.

Data Collection. Duluth Public School District, upon receiving a 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 Fond du Lac Behavioral Health when requested.

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

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.
Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Fond du Lac Human Services, Attn: Carol DeVerney, 927 Trettel Lane, Cloquet, MN 55720.

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

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

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

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

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

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

Mutual Consent to Collaboration. Fond du Lac and Duluth Public School District 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 in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of School Linked Mental Health services.

Samuel Moose Digitally signed by Samuel Moose Date: 2022.11.03 11:24:14 -05'00'

_____ **Date:** _____

Fond du Lac Human Services

Simone Zunich _____ **Date:** 11/4/22

Simone Zunich, Executive Director of Business Services, ISD #709

Revenue Contracts Signed
November 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
Northeast Service Cooperative	$3,600.00*	Special Services	Providing school nursing supports in northeast Minnesota
St. Louis County - Youth in Action	$1,000.00*	East HS	Youth in Action (or YIA) is a St. Louis County program that promotes leadership by getting students involved in school and community projects that make a positive impact

Northeast Service Cooperative
Collaborating to meet your changing needs

NORTHEAST SERVICE COOPERATIVE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVCES AGREEMENT is made and entered into between the Northeast Service Cooperative and the Duluth Public School District (hereinafter referred to as Consultant) to provide school nursing supports in northeast Minnesota, as described in this agreement.

ARTICLE 1: ENGAGEMENT

1.1. Northeast Service Cooperative shall retain Consultant as an independent contractor, and not as an employee, to provide the services outlined below. Further, the relationship shall not be construed as a partnership, joint venture, or any similar arrangement. Consultant shall provide services in a manner consistent with the standards of those who provide services as stated in this agreement.

ARTICLE 2: TERM

2.1. Term. This Agreement will be effective from the date of signing and will remain in effect through June 30, 2023, unless earlier terminated pursuant to the terms of this Agreement.

ARTICLE 3: CONSIDERATION

3.1. Duluth Public School District Commitments. School will provide a licensed school nurse to perform activities as directed by Northeast Service Cooperative, including the following:

3.1.1. Keep current the database of regional school nurse contact information;

3.1.2. Curate and share resources with school nurses in the region;

3.1.3. Plan, coordinate, and facilitate a monthly School Nurse Community of Practice;

3.1.4. Communicate and collaborate with similar positions within the Minnesota Department of Education, Minnesota Department of Health, and the Minnesota Service Cooperatives; and

3.1.5. Consultant will provide documentation of dates and hours worked, and general activities conducted.

3.2. Northeast Service Cooperative Commitments. Northeast Service Cooperative will pay School $3,600. In addition, Northeast Service Cooperative will pay round-trip mileage for any in-person meetings at Northeast Service Cooperative and travel expenses for any pre-approved conferences.

ARTICLE 4: AUTHORIZED REPRESENTATIVE

4.1. Northeast Service Cooperative's Authorized Representative. Northeast Service Cooperative's Authorized Representative is Aubrie Hoover, 218-929-1560. She has the responsibility to monitor Consultant's performance and the authority to accept the services provided under this Agreement.

4.2. School's Authorized Representative. School's Authorized Representative is Simone Zunich, Exec. Dir. of Finance & Business Services.

ARTICLE 5: DATA

5.1. Government Data. The parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

ARTICLE 6: GENERAL TERMS

6.1. Governing Law, Jurisdiction and Attorney's Fees. This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party.

6.2. Assignment. Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party. Any prohibited assignment will be invalid.

6.3. Independent Contractor. Each party is an independent entity under the terms of this Agreement. Neither party will have the right, power, or authority to act or create any obligation on behalf of the other party. Except as otherwise provided, all operational expenses incurred by either party will be borne by the party incurring the expense.

6.4. Hold Harmless. Contractor will indemnify and hold Northeast Service Cooperative harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement. Northeast Service Cooperative responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

6.5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.6. Severability. If any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.

6.7. Waiver. Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

6.8. Publicity and Endorsement.

6.8.1. Publicity. Any publicity regarding the subject matter of this Agreement must be reviewed by Northeast Service Cooperative and must not be released without prior written approval from Northeast Service Cooperative's Authorized Representative.

6.8.2. Endorsement. Contractor must not claim that Northeast Service Cooperative endorses its products or services.

6.9. Agreement Complete. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE 7: TERMINATION

7.1. Termination Rights. Either party may terminate this Agreement by providing 30 calendar days' written notice to the other party. Should School terminate the contract, the payment due to School will adjust to match the proportion of the contract period completed.

Northeast Service Cooperative
Aubrie Hoover
Behavioral & Mental Health Services
Regional Manager

Signature: _____ *Date:* 11/21/22

Duluth Public School District
Exec. Dir. of Finance & Business Services

Signature: _____ *Date:* 11/17/2022

Budget Code
01 R 005 211 000 099 000

AGREEMENT FOR SERVICES
BETWEEN ST. LOUIS COUNTY AND DULUTH EAST HIGH SCHOOL

This Agreement is made and entered into between St. Louis County (the "County"), a body politic and corporate existing under the laws of the State of Minnesota, and Duluth East High School ("Contractor").

WITNESSETH:

WHEREAS, the County wishes to purchase from Contractor certain services as set forth in the document attached hereto as Exhibit A (the "Exhibit").

WHEREAS, Contractor has the training, experience, and knowledge to provide such services.

WHEREAS, there are funds available to the County for the purchase of such services.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the County and Contractor hereby agree as follows:

1. CONTRACT

The term "Contract" means this Agreement and the Exhibit, which is hereby incorporated by reference.

2. CONTRACT TERM

The term of the Contract shall begin on September 1, 2022, and end on June 1, 2023, unless sooner completed or terminated as provided herein.

3. RESPONSIBILITIES OF CONTRACTOR

Contractor shall provide services as described in the Exhibit.

4. PERSONNEL

Contractor shall provide the purchased services unless otherwise approved by the County.

5. RESPONSIBILITIES OF COUNTY

The County shall designate a representative of the County for purposes of the Contract. The representative of the County shall provide data and other information reasonably requested by Contractor.

6. COMPENSATION AMOUNT

The County shall pay Contractor $1,000.00 for the services provided under the Contract.

7. PAYMENT

Contractor shall invoice the County annually for services detailing the services performed. The County shall make payment within 35 days from its receipt of the invoice unless the County in good faith disputes the obligation (*see* Minn. Stat. § 471.425).

8. INSPECTION AND EVALUATION

The County may conduct periodic site visits to determine compliance with the Contract and to evaluate the quality of services provided by Contractor pursuant to the Contract. The County may survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to the Contract. Contractor shall cooperate with the County in conducting any such survey or evaluation.

The County may require Contractor to perform periodic reporting of the following:

(a) Performance measurement and management: Contract shall comply with County standards for program-level goals and objectives that include a method and measure for gauging progress towards those goals and objectives. Baselines or targets developed through benchmarking with other organizations shall be developed as applicable. The system for monitoring key performance indicators is explained in the Exhibit.

(b) Reporting: Contractor shall submit a report of results in the County-approved format following the budget calendar cycle.

9. AUDIT

To the extent Minn. Stat. § 16C.05, subd. 5, applies to the Contract, the books, records, documents, and accounting procedures and practices of Contractor that are relevant to the Contract are subject to examination by the County and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Such material is also subject to review by the Comptroller General of the United States, or a duly authorized representative thereof, if federal funds are used for any work under the Contract. Contractor shall maintain such material for at least six years from the date on which services or payment were last provided or made and for a longer period if any audit in progress requires further retention.

10. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms, specific to the County, shall become the property of the County when prepared, whether delivered to the County or not, and shall be delivered to the County, together with any materials furnished by the County, upon the County's request or in any event upon the end of the Contract term or termination of the Contract.

11. TAXES

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries, or other remunerations paid to employees of the Contractor and shall submit evidence of the same to the County upon the County's request.

12. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, Contractor shall be an independent contractor and not an employee of the County. No statement in the Contract shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/dental benefits, and indemnification for personal injury or property damage claims.

No withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Contractor. It is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Contractor shall at all times be free to exercise initiative, judgment, and discretion as to how best perform or provide the services contemplated by the Contract.

Contractor is responsible for hiring sufficient workers to perform the services and duties required under the Contract, withholding the workers' taxes, and paying all other employment tax obligations on their behalf.

13. SUBCONTRACTING AND ASSIGNMENT

Contractor shall neither enter into subcontracts for the performance of any of the services contemplated by the Contract nor assign the Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

14. DATA PRACTICES

To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Contract, all the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall not provide public access to or release to the public or any third party any data relating to the Contract without the County's prior written approval. If Contractor receives a request for data relating to the Contract, Contractor shall forward the request to the County for response.

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, and age.

16. INSURANCE

Contractor must maintain the following insurance for the duration of the Contract. A certificate of insurance for each policy must be on file with the County Purchasing Division within 10 days of the parties' execution of this Agreement and prior to the commencement of any work under the Contract. Contractor shall secure an endorsement to each policy requiring 10 days' notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds and 30 days' notice of cancellation for nonrenewal or material change to all named and additional insured.

The County reserves the right to rescind the Contract if Contractor does not comply with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and Contractor shall submit copies of policies to the County upon written request. All subcontractors shall provide evidence of the same coverage.

A. General Liability Insurance

$500,000 when the claim is one for death by wrongful act or omission and $500,000 to any claimant in any other case.

$1,500,000 for any number of claims arising out of a single occurrence.

No less than $2,000,000 aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors, and subcontractors and contractual and environmental liability.

The County shall be named as an additional insured on a primary and non-contributory basis.

B. Business Automobile Liability Insurance

$500,000 for claims for wrongful death and each claimant.

$1,500,000 each occurrence.

Must cover owned, non-owned, and hired vehicles.

C. Workers' Compensation Insurance

Per statutory requirements. Certificate of compliance must be executed and filed with the County.

D. Professional Liability Insurance

Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability arising from the acts or omissions of Contractor and its agents and employees in the amount of not less than $500,000 per claim and $2,000,000 annual aggregate.

17. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from and against any and all damages, expenses (including attorneys' fees, expert witness fees, and other litigation costs), liabilities, claims, and causes of action arising from sickness, injuries, damage to, or death of any person or damages to or loss of any property caused by any act or omission of Contractor, its employees, or anyone else for whose acts Contractor may be liable. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that otherwise exist as to any party or person described in the Contract.

Contractor agrees that, to protect itself and the County under the indemnity provisions set forth herein, it shall always during the term of the Contract keep in force policies of insurance as provided in section 16 of this Agreement.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way Contractor's liability, but is intended solely to provide for indemnification of the County for damages or injuries to third parties or property arising from Contractor's or its agents' performance hereunder.

18. AMENDMENTS

No alteration, variation, modification, waiver, or amendment of the provisions of the Contract shall be valid unless it has been reduced to writing and signed by authorized representatives of the County and Contractor.

19. TERMINATION

If Contractor fails to perform its obligations under any provision of the Contract or so fails to administer the work as to endanger the performance of the Contract this shall constitute a default. Unless the County excuses Contractor's default, the County may upon written notice to Contractor immediately terminate the Contract in its entirety.

The County may terminate the Contract without cause upon 90 days' written notice to Contractor.

The County's failure to insist upon strict performance of any provision of the Contract or to exercise any right under the Contract shall not constitute a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.

The County shall pay Contractor for actual work done to the date of termination.

20. NOTICES/COMMUNICATIONS

All notice and demands made pursuant to the Contract shall be directed in writing to:

Contractor	County
[Duluth East High School]	[St. Louis County]

21. OTHER TERMS AND CONDITIONS

A. Compliance with Laws/Standards

Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now or hereafter in effect pertaining to the Contract and the facilities, programs, and staff for which Contractor is responsible.

B. Licenses

Contractor shall procure at its own expense all licenses, permits, and other rights required for the performance of services contemplated by the Contract. Contractor shall inform the County of any change to the above within five days after the change occurs.

C. Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws.

D. Forum Selection

Any action arising from or relating to the Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota, or the United States District Court for the District of Minnesota.

E. Limitation of Liability

Neither party shall be liable to the other party for any special, consequential, or punitive damages or attorneys' fees arising from or relating to any breach of the Contract under any circumstances.

22. WAIVER

No waiver by the County or Contractor of any provision of the Contract shall constitute or imply a subsequent waiver of that or any other provision of the Contract.

23. UNAVOIDABLE DELAY

Contractor shall not be held responsible for damages caused by delay or failure to perform when such delay or failure to perform is due to fires, strikes, acts of God, legal acts of the public authorities, delays or defaults caused by public carriers, or acts or demands of the government in time of war or national emergency.

24. SEVERABILITY

The provisions of the Contract are severable. If any part of the Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of the Contract unless severing the part or parts which are void, invalid, or unenforceable substantially impairs the value of the entire Contract with respect to either party.

25. ORDER OF PRECEDENCE

In all instances in which the Exhibit is inconsistent with this Agreement, this Agreement shall govern and control.

26. FINAL AGREEMENT

The Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the agreed-upon terms and conditions. It shall supersede all prior negotiations, understandings, or agreements between the parties. There are no oral or written representations, warranties, or stipulations not contained in the Contract.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement on the dates stated below.

DULUTH EAST HIGH SCHOOL

By: Danette Sabor

Its: Principal

Dated: 11/15/22

ST. LOUIS COUNTY

By: _____

Its: _____

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

_____
Nick D. Campanario
Assistant County Attorney

Dated: _____

DAMION No.

Youth in Action – Advisor Guidelines and Expectations

Membership & Recruitment

Youth in Action builds leadership and participation amongst students in St. Louis County schools and communities, and greater Minnesota.

Students join Youth in Action for a variety of reasons. As a member of YIA, students will:

- Make new friends
- Have new experiences
- Gain leadership and teamwork skills
- Learn the value of service
- Strengthen communication and time management skills
- Gain self-confidence
- Build their resumes
- MAKE A DIFFERENCE in the lives of others, and so much more!

Membership is open to students in grades 9-12 in the southern areas of St. Louis County and 7-12 in the northern areas of St. Louis County.

- YIA recently expanded the program in some areas to include 7th & 8th grade students. New 7th & 8th grade students are welcome to join the program with the understanding that they must abide by the YIA Code of Conduct and that some opportunities may be reserved for 9-12th grade students only.

To join Youth in Action, each student must have the following:

- Membership Enrollment form
  - This 3-page form is to be filled out by the student and signed by a parent/guardian
- Acknowledgement of our Code of Conduct
  - As a member of YIA, students are expected to conduct themselves appropriately

Advisors are responsible for distributing and collecting YIA enrollment forms. YIA forms can be found in the Advisor Binder in the "Membership" section, on the YIA website: www.yiamn.org, or from a SLC Coordinator.

Advisors should keep a copy, and return original forms to YIA coordinators or Support Staff:

Sarah Westerberg
SLC Extension Office
Government Services Center
201 S. 3rd Ave. W.
Virginia, MN 55792

As a Youth in Action advisor for your respective school, you are the liaison between the students, program coordinators, and various organizations that we partner with.

Here is what we need from you:

- Distribute and collect forms and return them to program coordinators. This includes, but is not limited to, enrollment forms and event permissions.
- Encourage meeting and event attendance throughout the school year and the summer (remember that we are a year-round program).
- Set up and act as an administrator on a social media communication platform such as Remind, Team Reach, Schoology, or whichever platform is designated for your school. Communications between advisor, coordinators and students is very important.
- Create and manage a bank account if your group will be doing any sort of fundraising that isn't on behalf of another non-profit organization.
- **Recruitment/Retention:** This is perhaps one of the most important duties when it comes to membership as you have the most access to the students. We rely on you to be a voice and advocate for the YIA program in school.

  This can be achieved by:

  - Spreading the word about YIA
  - Posting literature and flyers around your school
  - Promoting YIA activities and events
  - Scheduling announcements
  - Supporting student activities and ideas through volunteering /participation/team building
  - Encouraging students to work with coordinators at a YIA booth or table during lunch, or Open House/Activity Fairs
  - Speaking at back-to-school events, activities fairs, school assemblies, open houses, etc. about YIA. This can be done with the current students
  - Hosting co-meetings with other clubs (i.e., Student Council, LEOs) and partnering with them for certain events
  - Speaking one-on-one with students
  - Creating a sense of acceptance and belonging for students

YIA Advisors should stress the importance of participation and proactive engagement. All participation is voluntary, and we rely on the commitment and effort of our students to operate. We encourage following through on what you say you are going to do!

Purchasing and Financial Information

All purchasing is typically done through St. Louis County (SLC) staff via a procurement card, invoicing, or special accounts. YIA has designated shopping locations, per county purchasing policies.

School Accounts

- Setting up a club account through the business or activities office for fundraisers and purchases is necessary for fundraising efforts unless a fundraiser is organized by an outside organization.

Fundraising

- YIA is happy to assist your school/YIA participants with fundraising efforts. We believe this fosters community and teaches youth leadership skills through stewardship and service.
- Fundraised proceeds should be deposited into school accounts or donated directly to the source.

Make a Difference (MAD) Conference Purchasing

- Please see the "MAD Conference" portion of this binder

Transportation

When an event is conducted off school campus, students can often utilize their own transportation, whether they drive themselves, ride with a family member, with a friend, or one of the program coordinators (on a limited basis). Sometimes, school transportation is necessary.

Please see the "Transportation" section of this binder for general transportation forms.

Advisor Responsibilities

As your school's advisor, we rely on you to communicate with your transportation department to ensure that students can attend events.

We need you to:

- Create school bus (or van) requisition submissions
- Distribute and collect any permission forms required of your school
- Provide reminders to your transportation department as needed. It has been observed that bus garages have forgotten even when these requisitions have been made
- Per county policy, transportation reimbursement forms must be submitted to the county with 30 days. We cannot guarantee reimbursement if there is a delay

Meetings

A meeting time that advisors and coordinators have agreed upon. The coordinators will be at the meeting and, if we can't be there, we'll communicate that ahead of time and the same expectations for the advisor if they cannot attend. Due to prior commitments our presence isn't always possible. We encourage advisors to lead meetings even if a coordinator isn't there.

- YIA meetings are held bi-weekly, or weekly, typically during the senior high lunch period. Please note meetings times may not align due to divided junior and senior high lunch periods
- All students should sign-in at each meeting. Morning & after school meetings are welcomed
- Additional working meetings are always welcome
- Please have students keep track of their YIA hours, in the provided advisor binder. It is helpful to do this once per month, so students do not forget what they have participated in
- Members can have a president, secretary, and treasurer; this may help with notetaking, agendas, and to be responsible for financial tracking. This is not a requirement but works well in many schools

Activities

We have a variety of events throughout the calendar year! There tends to be an influx of events and activities around the fall, holidays, and spring. These events are ideally run by the students, but will many times need facilitation by advisors and program coordinators. Students do occasionally miss classes to prepare or attend an activity. Advisors are not required to be present for all events, but you are certainly welcome and encouraged! Program coordinators are also not always able to be at every event, which will be communicated prior.

Advisor Responsibilities

- Request school building permissions for events, or delegate students to ask
- Ensure that all are dismissed for both in-school and out of school activities
- Distribute and collect YIA permission forms, as well as any permission forms required by your school
- Utilize a student sign-in sheet and ensure that all students sign in
- Take photos and videos to assist with social media content

Please see the "Activities" section of this binder for sign-in sheets, permission forms, and any others you may need.

Scholarships

YIA currently offers scholarships for seniors based on engagement and commitment to the program.

Make a Difference Conference

The mission of the annual Make a Difference Conference is to strengthen, educate and inspire young people with the help of partners so they can make a difference in their communities through leadership, advocacy, and service and to recruit, grow, and promote the Youth in Action program.

The Make a Difference Conference is YIA's largest event of the year. This event is open to current Youth in Action participants and youth that aren't involved in the program. The event generally is one day during the school year, with one half day of setup on the day before. Students are asked to volunteer for the minimal setup as an exercise in leadership and event management.

Advisor Responsibilities

- Promotion and recruitment, please refer to the recruitment and Retention section on page 2.
- Chaperone for the day: Advisors are expected to participate and engage for the duration of the event. This includes:
    - Attending student workshops and facilitate the workshops that include an advisor's school/student
    - Greet youth and give directions
    - Attend advisor meet and greet (day of the conference)
    - Coordinate transportation on the day of the event and ensure students are accounted for
    - Verify and collect permission slips by the deadline

Lettering

Some of our schools participate in a lettering program. If you are interested, please contact a YIA coordinator to discuss details and requirements.

Leadership Council

Youth in Action Leadership Council is a group of active members to help lead the program. The students are asked to use their voice about project ideas, events, and the general direction of the Youth in Action program to help keep the program growing and relevant. Members of the Leadership Council will have the opportunity to offer topic ideas for the conference workshops, help pick keynote speakers for our big events, help plan and execute our M.A.D. Conference and Leadership Retreat.

The Leadership Council typically meets virtually about once a month. Students from different schools update each other about happenings in their area and ways for others to get involved.

Advisor Role

- Information about the Council should be shared with students.
- Nominations for new student Leadership Council members throughout the school year.

Grant Applications
November 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
Miller-Dwan Foundation	Leigh Ann Viche / DAPE Teacher	Miller Dawn Foundation Grant	$2,500	Adapter training wheels and adapted scooter fir DAPE students
MN Department of Transportation	Kathi Kusch Marshall/ Principal Congdon Park Elem	MN Safe Route to School Grant	$49,634	Safe route to school plan

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 6, 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**
   A. Policy 408 - Subpoena of a School District Employee 2
   B. Policy 410 - Family and Medical Leave Policy to replace Policy 4111 4
3. **POLICIES FOR SECOND READING**
   A. Policy 722 Public Data and Data Subject Requests 16
   B. Policy 534 School Meals Policy 39
4. **REGULATIONS - Informational - None**
5. **OTHER**

Adopted:_____ *MSBA/MASA Model Policy 408*
Orig. 1995
Revised:_____ *Rev. 2022*

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives

the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.

B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.

D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 410
Orig. 1995
Rev. 2022

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that

would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of

the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

   a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

   b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

      (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

      (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

      (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

      (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district

does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of

coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

    The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three

weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

4111 FAMILY AND MEDICAL LEAVE ACT POLICY

The Family and Medical Leave Act of 1993 (FMLA) provides for up to 12 weeks of job-protected leave to eligible employees for certain family and medical reasons. The purpose of this policy is to provide guidelines for implementation of the FMLA. Terms used in this policy are intended to have the meaning set forth in the FMLA and accompanying U.S. Department of Labor regulations. Any aspect of FMLA leave not specifically addressed in this policy shall be handled in accordance with the FMLA and accompanying U.S. Department of Labor regulations and applicable policies of the Employer.

An employee must meet the following requirements to be eligible for FMLA leave:

1. The employee must have worked for the Employer for at least 12 months; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.

FMLA leave may be requested for the following reasons:

1. For the birth of a child, and to care for the newborn child;
2. For the placement with the employee of a child for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

Eligibility for FMLA leave for birth or placement of a child expires 12 months after the birth or placement of the child. Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, commence prior to actual birth or placement.

An eligible employee may qualify for up to 12 weeks of FMLA leave in any 12 month period. From the 12 week maximum, any FMLA leave which the employee has taken during the 12 months preceding commencement of the requested leave will be subtracted to determine the maximum leave for which the employee may be eligible presently.

In accordance with the FMLA, the Employer may require that an instructional employee's FMLA leave continue until the end of the academic semester under circumstances where the employee would otherwise be returning from leave near the end of the academic semester.

When FMLA leave is taken to care for a spouse, son or daughter, or parent, with a serious health condition, or for an employee's own serious health condition, leave may be taken intermittently or on a reduced schedule if shown to be "medically necessary". Where leave is taken for the birth or placement of a child for adoption or foster care, leave may be taken on an intermittent or reduced leave schedule only if the Employer agrees.

If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the

leave would extend, the employer may require the employee to choose either to:

1. Take leave for a period or periods of a fixed duration, not greater than the duration of the planned treatment; or
2. Transfer temporarily to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

"Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include an uninterrupted period of leave.

Unpaid Leave

Generally FMLA leave is unpaid. However, an employee shall substitute accumulated paid sick leave for a portion of the FMLA leave in any situation where the employee would normally be allowed to use sick leave. An employee shall also substitute accumulated personal leave for a portion of the FMLA leave.
Minnesota law allows for unpaid parental leave and for use of paid sick leave to care for dependent family members under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which an employee is eligible.

Authorization

An eligible employee must ordinarily provide the Employer with 30 days advance notice when the FMLA leave is foreseeable. If 30 days advance notice is not possible, the employee will be required to give the Employer notice as soon as practical which shall normally be within two business days after the employee learns of the need for the leave. The Employer reserves the right to deny a leave request absent timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the Employer's operations.
An employee requesting leave shall provide to the Employer, in writing, the proposed date the leave is to commence, the approximate duration of the leave, and the qualifying reason (s) for the leave. The Employer will normally require medical certification to support a FMLA leave request either to care for an employee's seriously ill family member or because of the employee's serious health condition. The medical certification shall be provided to the Employer as soon as possible, and not more than 15 days later. The Employer reserves the right to require a second medical opinion at the Employer's expense, as allowed by the FMLA.

The Employer reserves the right to require the employee to provide recertification of the need for the leave every 30 days. Recertification may also be required sooner than every 30 days if (1) the employee requests an extension of the leave; (2) there are changed circumstances regarding the nature of the medical condition; (3) the Employer receives information casting doubt on the continued validity of the most recent certification. The Employer may request a medical fitness-for-duty report upon the employee's return to work.

Benefit Continuation

During an approved FMLA leave, the employee and dependent health and dental insurance coverage (if any) shall be maintained on the same basis as coverage would have been provided if employee had been continuously employed during the entire leave period. Employees who receive partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If an employee fails to make their premium payment, the employee will lose coverage and will not be covered for any claims which may have occurred while on FMLA leave. However, an employee may voluntarily choose not to pay the premium and thus not retain these coverages. The coverages will be reinstated upon the employee's return to work.

An employee on FMLA leave may also continue other insurance coverages which the employee had in effect through the Employer prior to going on FMLA leave. The employee will be required to pay the full cost of the premium.

The Employer's obligation to maintain health and dental insurance benefits ceases if and when the employee informs the Employer of the employee's intent not to return from leave; if the employee fails to return from leave, thereby terminating employment; or if the employee exhausts the employee's FMLA leave entitlement. In some of these situations, employees may be entitled by law to continue their health care coverage at their own expense.

Return to Work

An employee returning from FMLA leave of longer than one month must notify the Employer at least two weeks prior to return from leave.
An employee returning from FMLA leave shall be entitled to be restored to the same position and shift that the employee held when the FMLA leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment. Benefits of employment and seniority will be resumed at the same level and in the same manner as were provided at the time the leave began. Any increases in pay or changes in benefits that are not dependent upon seniority or accrual during the leave period also must be made effective upon the employee's return to work. However, an employee on FMLA leave shall not be entitled to benefit or seniority accrual during the leave except as may be required by the employee's collective bargaining agreement.

Failure to Return to Work

If an employee on FMLA leave decides not to return to work, the employee shall notify the Employer as soon as it is foreseeable that the employee will not be returning to work.

If an employee does not return to work for reasons beyond the employee's control or because the employee has a serious health condition which prevents the employee from returning to work, then the employee will not be required to repay health insurance

premiums paid by the Employer during the FMLA leave. If the employee does not return to work for any other reason, then the employee will be required to repay the Employer for those premiums.

An employee who chooses not to return to work or is unable to return to work shall be considered to have voluntarily resigned.

Adopted: 01-23-1996 ISD 709

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

[Note: the district should identify the payment methods that it will accept.]

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

   a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

   b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

   The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

   The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Data Practices Compliance Official:
Executive Director of Business Services and Finance
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Data Practices Designee(s):
Business Services Coordinator
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy	
Replacing:	Policy 108
First Reading:	09-18-2018
Adopted:	10-16-2018
Reviewed:	10-15-2019
Reviewed:	07-21-2020
First Reading:	11-15-2022

Duluth Public Schools
INDEPENDENT SCHOOL DISTRICT NO. 709
PUBLIC DATA REQUEST FORM

Duluth Public Schools

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	**PHONE NUMBER:***
ADDRESS:*	**EMAIL ADDRESS:***
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED: **INSPECTION ONLY**_____ **COPIES ONLY****_____ **BOTH INSPECTION AND COPIES**_____** **Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

Written requests for data can be returned several ways:

Email: data.request@isd709.org
Fax: 218-336-8773
Mail: ISD 709 – Attn: Business Services
4316 Rice Lake Rd, Ste 108
Duluth, MN 55811
In Person: See mail address above

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	**REQUEST RECEIVED BY:**
DATE OF RESPONSE:	**RESPONSE PROVIDED BY:**

* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 722
Orig. 2017
Rev. 2022

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to

Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. ~~A requestor is not required to explain the reason for the data request.~~

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash or by check in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
Data.Request@isd709.org

Data Practices Compliance Official:
Executive Director of Business Services and Finance
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
Data.Request@isd709.org

Data Practices Designee(s):
Business Services Coordinator
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
Data.Request@isd709.org

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

722 PUBLIC DATA REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Government Data

"Government data" means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

B. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

C. Public Data

"Public data" means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

D. Responsible Authority

"Responsible authority" means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

E. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is

ascertainable.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority. A member of the public may use the Data Request Form (which appears at the end of this policy), or submit a written request which much include the following information:

- Date the request is made;
- A clear description of the data requested, including date spans if applicable;
- Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
- Method to contact the requestor (such as phone number, address, or email address).

1. A requestor is not required to explain the reason for the data request.
2. The identity of the requestor is public, if provided, but cannot be required by the government entity.
3. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
4. Written requests for data can be returned several ways:

Email: data.request@isd709.org
Fax: 218-336-8773
Mail: ISD 709 – Attn: Business Services
215 N 1st Ave E, Room 215
Duluth, MN 55802
In Person: see mail address above

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:
   a. The requested data does not exist; or
   b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the

determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email

address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

    a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

    b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

Data Practices Contacts

Responsible Authority:
Superintendent
215 North First Avenue East, Room 213
Duluth, MN 55802
Data.Request@isd709.org

Data Practices Compliance Official:
Chief Financial Officer
215 North First Avenue East, Room 215
Duluth, MN 55802
Data.Request@isd709.org

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy
Replacing: Policy 108
First Reading: 09-18-2018
Adopted: 10-16-2018
Reviewed: 10-15-2019
Reviewed: 07-21-2020

DULUTH PUBLIC SCHOOLS - DATA REQUEST FORM

Date of Request: _____

Description of requested data (please be specific, include date spans):

_____

_____

_____

_____

_____

_____

Requested method to access data:

Inspection Only: ____ Copies Only:* ____ Both Inspection and Copies:* ____

*** Note:** There will be a cost charged to provide copies of public data

Contact Information (optional) **

Name: _____

Phone Number: _____

Email address: _____

Address: _____

**** Note:** You do not have to provide any contact information. However, if you want Duluth Public Schools to mail/email copies of data to you, some type of contact information must be provided. Duluth Public Schools would also need contact information from you if it is necessary to clarify your request. We will not work on such a request until clarified.

Duluth Public Schools will respond to your request as soon as possible.

Written requests for data can be returned several ways:

Email: data.request@isd709.org
Fax: 218-336-8773
Mail: ISD 709 – Attn: Business Services
215 N 1st Ave E, Room 215
Duluth, MN 55802
In Person: see mail address above

534 SCHOOL MEALS POLICY

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Payment for lunch is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payments
2. Check sent to the child's school or Administrative offices
3. Cash sent to the child's school or Administrative offices

B. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

C. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.

E. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.

F. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

D. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References:
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

New Policy: 534
First Reading: July 18, 2017
Adopted: August 22, 2017 ISD 709
First Reading: November 15, 2022
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 534*
Orig. 2017
*Revised:*_____ *Rev. 2021*

534 SCHOOL MEALS POLICY

[Note: In 2021, the Minnesota legislature amended Minnesota Statutes section 124D.111, that now states that Minnesota school districts that participate in the national school lunch program must adopt a school meals policy].

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Payment for lunch is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payments
2. Check sent to the child's school or Administrative offices
3. Cash sent to the child's school or Administrative offices

B. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

C. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.

E. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.

F. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

~~F. The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal ($*[insert amount]*) will be charged to the student's account or otherwise charged to the student.~~

~~G. When a student has a negative account balance, the student will not be allowed to charge a snack item.~~

G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

~~B. Families will be notified of an outstanding negative balance once the negative balance reaches $*[insert amount]* or *[insert number of meals]*. Families will be notified by *[insert the method used to notify families (e.g., automated calling system, email, letters sent home)]*.~~

C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

~~C. Negative balances of more than $*[insert amount]*, not paid prior to *[enter time period (e.g., end of the month, end of the semester, end of the school year)]*, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.~~

D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will

not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References: Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

New Policy: 534
First Reading: July 18, 2017
Adopted: August 22, 2017 ISD 709
First Reading:

534 UNPAID MEAL CHARGES

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Payment for lunch is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payment
2. Check
3. Cash

When a student lunch balance reaches zero or becomes negative: All students, elementary, middle and high school will be allowed to charge lunch meals regardless of a zero or negative balance but not allowed to make a la carte purchases

B. If the school district receives school lunch aid under Minn. Stat. § 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

C. In the instance of a student who has an outstanding meal charge debt, the student will be allowed to pay for a full price meal without applying the student's money toward the meal debt balance.

E. When a student has a negative account balance, the student will not be allowed to charge a la carte items.

D. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless verbal or written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balance are low.

B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. Consistent with the treatment of other debts owed to the district, negative balances of $50.00 or more, incurred by families and not paid prior to end of the school year, will be subject to handling by a collection agency. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law. Student lunch debt of $49.99 or less is transferred with the student to the next school year by the Child Nutrition Department. Positive lunch balances/monies in the student's account advance with the student as well. Parents' may request a refund of a positive lunch balance/monies.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

Legal References: Minn. Stat. § 124D.111, Subd. 4
42 U.S.C. § 1751 et seq. (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 et seq. (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

New Policy: 534
First Reading: July 18, 2017
Adopted: August 22, 2017 ISD 709

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 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 - November 15, 2022 3
      2) Special School Board Meeting Re: Annual Report for the Community - November 29, 2022 7
   B. **Approval of Action Items**
      1) Human Resources
         a. HR Staffing Report 8
            (1) Job Description for MARSS Coordinator/EDFI Analyst 9
      2) Finance
         a. Financial Report 13
         b. Bids, RFPs and Quotes
            (1) Bid #1307 Data Center Colocations Services - PLACEHOLDER 14
         c. Contracts, Change Orders, Leases
            (1) Change Order - St. Germain's CO#2-2022 Congdon Window Project 16
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests - Attachment Pending
         b. Field Trip Requests- Attachment Pending
         c. Data Sharing Agreements
   C. **Approval of Policy Readings**
      1) First Readings
         a. Policy 408 - Subpoena of a School District Employee 20
         b. Policy 410 - Family and Medical Leave Policy to replace Policy 4111 22
      2) Second Readings
         a. Policy 722 Public Data and Data Subject Requests 34
         b. Policy 534 School Meals Policy 43
      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 - December 6, 2022 46
2) Policy Committee - December 6, 2022 105
3) Human Resources/Finance Committee - December 13, 2022 151

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, November 15, 2022

Members Present	Others Present:
Kelly Durick Eder	John Magas, Superintendent
David Kirby	Patty Paquette, Secretary
Rosie Loeffler-Kemp	
Jill Lofald	Student Representatives:
Amber Sadowski	Sariyah Crawford (Denfeld)
Paul Sandholm	Ailee Naus (East)
	Absent:
	Alanna Oswald

- Chair Lofald called the Regular School Board meeting November 15, 2022 to order at 6:30 p.m.

M-Sandholm, S-Loeffler-Kemp, to approve the agenda. Upon a vote, the same was approved – 6-0.

School and Community Recognition
November 2022
****

School and Community Recognition will be postponed until the December School Board meeting due to recipients unexpectantly unable to attend tonight's meeting.

Public Comments
November 2022
****

Johanna Cummins spoke to the school board regarding world language in middle school.

Charlotte Ascheman spoke to the school board regarding world language in middle school.

Chelsea Adatte spoke to the school board regarding mental health support and caseloads at Myers-Wilkins.

Heidi Schuchman spoke to the school board regarding Be Smart – safe gun storage.
Carol Marsh spoke to the school board regarding Be Smart – safe gun storage.

Sarah Mikesell spoke to the school board regarding Be Smart – safe gun storage.

Kevin Hoeschen spoke to thank the school board.

Stacey Actherhoff spoke to the school board regarding union issues.

Hailey Siafus spoke to the school board regarding world language pre-planning.

Communications, Petitions, Etc.
November 2022
****

Chair Lofald stated one communication was received.

Superintendent's Report
November 2022
****

Ailee Naus gave the East Student Representative report.
Sariyah Crawford gave the Denfeld Student Representative report.

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

- School Board Work Session Update
- Strategic Planning Update
- Elementary and Secondary Scheduling Updates
- Music Supports Update
- Community and Schools Outreach Update

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

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

Policy Committee Report
November 2022
****

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

General Board Committee Updates

November 2022
****

None

Consent Agenda
November 2022
****

M-Durick Eder, S-Sandholm – to approve the Consent Agenda. Upon a vote on the consent agenda, the same was approved – 6-0.

Resolutions from Committee Reports
November 2022
****

B-11-22-3921- Acceptance of Donations to Duluth Public Schools

M-Kirby, S-Sadowski to approve B-11-22-3921 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – 6-0.

B-11-22-3922 Acceptance of Grant Awards to Duluth Public Schools

M-Sandholm, S-Kirby to approve B-11-22-3922 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – 6-0.

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

SP-11-22-3923-Safe Firearm Storage Resolution

M-Loeffler-Kemp, S-Kirby to approve SP-11-22-3923 Safe Firearm Resolution. Upon a vote, the same was approved – 6-0.

Approval of Licensure Variances

The board was informed that a Community Education Coordinator was hired that does not have the Community Education Directors License and a variance is being sought through the Board of School Administrators. Upon a vote, the same was approved – 6-0.

The board was informed that an Assistant Director of Special Education was hired that does not have the Special Education Directors License and a variance is being sought through the Board of School Administrators. Upon a vote, the same was approved – 6-0.

Superintendent Contract

M-Lofald, S-Durick Eder to approve the Superintendent Contract. Upon a vote, the same was approved – 6-0.

Other
November 2022
****

None

M-Eder, S-Sadowski to adjourn the meeting. Upon a vote, the same was approved 6-0.

- Chair Lofald adjourned the Regular School Board Meeting of November 15, 2022 at 8:37 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: Duluth East High School Media Center, 301 North Fortieth Avenue East, Duluth, Minnesota 55804, on

Tuesday, November 29, 2022

Members Present:
Kelly Durick Eder
Rosie Loeffler-Kemp
Jill Lofald
Amber Sadowski

Others Present:
John Magas, Superintendent
Patty Paquette, Secretary

Members Absent:
David Kirby
Alanna Oswald
Paul Sandholm

- Chair Lofald called the Special School Board meeting of November 29, 2022 to order at 4:50 p.m.

M-Eder, S-Sadowski, to approve the agenda. Upon a vote, the same was approved – 4-0.

Public Comments
November 2022

****

No public comment was made.

State of Student Achievement & World's Best Workforce Presentation
November 2022

****

Members of the Teaching, Learning, and Equity Team presented.

2022-23 World's Best Workforce Report
November 2022

****

The World's Best Workforce Report was shared.

M-Sadowski, S-, to adjourn the meeting. Upon a vote, the same was approved – 4-0.

- Chair Lofald adjourned the Special School Board Meeting of November 29, 2022 at 7:06 p.m.

HUMAN RESOURCES ACTION ITEMS FOR: December 20, 2022

CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ARDREN, RACHAEL J	GRADE 4/CONGDON PARK, (BA) III 3	08/29/2022	
BASTIAN, MISTY J	OCCUPATIONAL THERAPIST/DW, (MA) IV 9	11/14/2022	
BJORSEN, ANNA M	SCIENCE TEACHER/LINCOLN PARK, (BA) III 5	09/01/2022	
CHRISTIANSEN, SHERRY A	SPANISH TEACHER/EAST/LINCOLN, (BA+30) III 8	08/29/2022	
DERRICK, JENNIFER T	SPEC ED RESIDENTIAL/MERRITT CREEK, (MA) IV 9	11/02/2022	
ELIASON, KAITLYN J	SPEECH LANGUAGE PATHOLOGIST/DW, (MA) IV 2, NEW POS	12/05/2022	
EVANS, MARAH E	SPEC ED SOCIAL WORKER/DW, (MA+30) IV 3	11/28/2022	
GEISSLER, EMILY I	SPEC ED TEACHER/EAST, (MA) IV 9	09/30/2022	
JOHNSON, BENJAMIN J	LTS SOCIAL STUDIES/EAST, (BA) III 3, S RICE	09/07/2022	
LENNEMAN, LOGAN C	BUSSINESS ED TEACHER/LINCOLN PARK, (BA) III 1	08/29/2022	
LONG, CATHERINE G	ALT TO SUSPENSION COORD/DENFELD, (MA) IV 9	11/07/2022	
NELSON, TIMOTHY W	ART TEACHER TOSA/ALC, (MA) IV 9	08/29/2022	
OSTRAND, EMILY J	SPEC ED SPEECH PATHOLOGIST/DW, (MA) IV 2	11/14/2022	
PELKEY, RYAN J	LTS SPECIAL ED TEACHER/DENFELD, (BA) III 1, P.CHESELSKI	11/21/2022	
RAPP, ALYSSA B	PRESCHOOL TEACHER/LOWELL, (MA) IV 2	11/07/2022	
STONEBURNER, TINA M	SPEC ED/LAURA MACARTHUR, (MA) IV 9	11/07/2022	

CERT RETIREMENT	POSITION	EFFECTIVE DATES
PARO-STROTHER, DAWN R	GRADE 6/ORDEAN EAST-RESCINDED	

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
BERGSTEDT, STACY M	FOOD SERVICE SUPERVISOR/DW, $1,124/WK	12/01/2022	
CAPISTRANT-KINNEY, ELSA H	INSTRUCTIONAL PARA/LAURA MACARTHUR, 19/38WKS, $15.31/HR	11/14/2022	
COOKE, GAIL C	NUTRITIONAL ASST/LAKEWOOD, 20/38WKS, $13.22/HR	11/28/2022	
ELSTAD, JODI R	NUTRITIONAL ASST/DW, 30/38WKS, $13.22/HR	11/28/2022	
GEISSLER, SUSAN K	BUS DRIVER/TRANSPORTATION, 25/38WKS, $19.54/HR	11/09/2022	
LEE, MARY F	SPEC ED PARA/CHESTER CREEK, 25/38WKS, $19.77/HR	11/30/2022	
LUTHER, JACKSON A	SPECIAL ED PARA/MERRITT CREEK, 31.25/38WKS, $18.61/HR	10/24/2022	1/2/2023
PREBEG, BRITTANY K	SPEC ED PARA/CONGDON PARK, 31.25/38WKS, $17.77/HR	12/01/2022	
RUPP, JEREMYJ	COMMUNITY EDUCATION COORDINATOR	10/17/2022	
SOLEM, ROSE E	PRESCHOOL PARA/PIEDMONT, 23/38WKS, $17.77/HR	11/30/2022	
SZUKIS, KIRK TW	SPECIAL ED PARA/DENFELD, 32.5/38WKS, $19.86/HR	10/31/2022	
WIGHT, KATELYN A	SPECC ED PARA/CHESTER CREEK, 31.25/38WKKS, $18.74/HR	10/17/2022	

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
FIEDLER, KARA A	SPEC ED PARAPROFESSIONAL/DISTRICT WIDE	11/18/2022
LEE, YU L	SPEC ED PARAPROFESSIONAL/MYERS WILKINS	11/11/2022
MAXIM, GALEN M	SPEC ED PARAPROFESSIONAL/PIEDMONT	11/18/2022
NOVITSKI, FRANK E	BUS DRIVER II/TRANSPORTATION	12/14/2022
PIETRUSA, AMBER	BENEFITS COORDINATOR/UHG	12/01/2022

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
LOWE, RUSSELL R	SCHOOL CUSTODIAN II/LINCOLN PARK	2/1/2023

NON CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
GEISSLER, SUSAN K	SATELLITE MANAGER I/LINCOLN PARK - TO SERVE AS BUS DRIVER	11/28/2022	
KALWITE, MICHELLE R.U.	NUTRITION SERVICES ASSISTANT/EAST	12/02/2022	12/09/2022
PERRAULT, JUDITH I	NUTRITION SERVICES ASSISTANT/EAST	01/17/2023	01/20/2023
SISLO, BETTY R	CHILD NUTRITION AREA SITE SUPV/DW	01/09/2023	01/09/2024
WATCZAK, JAMES F	NUTRITION SERVICES ASSISTANT/LOWELL	01/30/2023	02/17/2023

NON CERT TERMINATION	POSITION	EFFECTIVE DATES
TOMECK, SOPHIA	EEA CLERICAL HR ASSISTANT/UHG	12/2/2022

CLASSIFICATION DESCRIPTION

DULUTH PUBLIC SCHOOLS

TITLE: EdFi Analyst/MARSS Coordinator

Title of Immediate Supervisor: Executive Director of Business Services and Finance	**Department:** Business Services	**FLSA Status**: Exempt
Accountable For (Job Titles): Clerical Level F, Clerical Level E, or Clerical Level D		**Pay Grade Assignment**: Non-Certified Business Division, Pay Class VIII

General Summary or Purpose Of Job:

Works directly with the Director of Business Services to ensure the District's student reporting activities are conducted in compliance with School Board policies and procedures, government regulations and MDE Guidance to maximize district revenue. The Analyst works independently in the study of EDFI and MARSS student reporting, processing problems, designing, updating and implementing reporting solutions using system software and self-architected spreadsheets to realize the District's maximum ADM from its investment in student instructional programs and business processes. The Analyst acts as a liaison between business services, technology, administrative staff and school staff to ensure that data integrity and integration is maintained within the District's Student Information Management Systems. The Analyst works as a team member to ensure data required by multiple users from various departments and outside agencies is accurate and accessible in a user-friendly format by designing the processing steps, and formatting the output to best meet end users' needs. The Analyst in-directly supervises enrollment, guidance and attendance staff in the specialty area of EDFI/MARSS reporting. Trains staff on student information systems and MARSS/EDFI reporting protocols, to ensure the timely, accurate completion of the district's student reporting. Consults with direct supervisors regarding staff improvement.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Serves as the subject matter expert for student data collection for state and federal reporting. Conducts quality control audits of data input into the student information systems. Maps, analyzes and evaluates student reporting processes, identifies options for improving accuracy of reporting; acts as the liaison between business services, technology and school operations staff to successfully process MARSS and EDFI student data collection and reporting.	35%

2.	Provides technical assistance to site staff and administrators in School Operations, Curriculum, Assessment, and Technology to resolve day-to-day systems and reporting problems, including specific project support or computer-based applications as related to student accounting. Resolves daily operating problems. Communicates effectively with system users regarding processes or special situations. Provides training for state reporting on both the technical and end user level.	25%
3.	Creates and maintains spreadsheets and reports related to student enrollment, demographics, mobility, general education revenue, compensatory revenue and other projects. Regularly researches, analyzes and summarizes state reports based on data collection periods for the purpose of determining the accuracy, reliability and completeness of student records and reports. Reconciles cross district funding errors. Initiates research, identifies the business or operational issues that affect the district's student reporting, recommends ways of improving the existing system and processes	25%
4.	Prepares monthly analyses of student enrollment and budgeted ADM. Develops queries and reports needed to verify information reported to state and federal agencies. Assists with preparation of annual budget as related to student enrollment projections, and applied FTE. Makes recommendations regarding project sustainability, priority and implementation using clear, concise, grammatically correct written and verbal communications to multiple levels of staff.	10%
5.	Performs other duties of a comparable level or type.	5%

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a baccalaureate degree in Business, Statistics or Computer Science and 5-8 years of progressive experience working with confidential public sector data; minimum 5-7 years professional level experience processing technical information or data in a key functional role and or a range of process and systems; two years in first level management role with responsibility to manage student reporting processes and /or database function; or an equivalent combination of education, training and experience necessary to successfully perform the essential function of the position.

Knowledge Requirements:

Requires knowledge of:

- Duluth Public Schools Operational and administrative policies
- Applicable laws, codes, regulations, standards, methods and practices related to confidential student accounting.
- Database management, technical information systems. concepts and statistical analysis

methodology for the purpose of providing practical reporting, advice and data.
- Advanced Windows based software and applications used in general office environments to enhance reporting, training and communication.
- Advanced MS Office and financial systems computer software applications skills.

Skill Requirements:

Skilled in:

- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and governmental regulations.
- Ability to write reports, business correspondence, and procedure manuals with clear and transparent instruction/documentation.
- Ability to effectively present information and respond to questions from groups of managers, client's customers and the general public; ability to transfer knowledge and skills to others using a variety of mediums as appropriate to audience
- Ability to understand, interpret, apply, and use mathematics and statistical methods and procedures typically gained through professional and post-secondary education.
- Ability to analyze/interpret data for integrity purposes, performance, and other related tasks
- Ability to research, evaluate, analyze, interpret, summarize and communicate statistical data in a timely, meaningful way.
- Ability to use persuasion, customer service and human relation skills in dealing with people both inside and outside of the organization.
- Ability to influence, instruct and negotiate with administrators, staff and peers to gain understanding, cooperation and action.
- Ability to work both independently and in team-based environments for problem solving purposes; ability to lead the work of others by monitoring, training, reviewing, and delegating tasks.
- Ability to develop and implement processes to improve district communication, student reporting and overall efficiency.
- Ability to use judgment, discretion, and initiative to address time and resource management as related to student accounting procedures.
- Ability to manage time and prioritize projects effectively.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl	√			
Talk and hear				√

	Taste and smell	√			
Lift & Carry:	Up to 10 lbs.		√		
	Up to 25 lbs.		√		
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:

Classification reviewed Bjorkland., Human Resource Management Consulting

ISD 709 Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
Dec 13 2022 Committee Meeting

Dec 13, 2022 Board Meeting 12/8/2022

REVENUES	**22-23**		22-23	**22-23**		**22-23**	**22-23**
	CURRENT YEAR ADOPTED BUDGET		**CURRENT YEAR REVISED BUDGET**	**RECEIVED TO YEAR TO DATE**		**RECEIVED ENCUMBERED**	**BUDGET BALANCE**
	FUND	Jul-22	JULY 22 -23	July - Sept		July -Sept	July- Sept
General	1	$ 107,743,537.86	$ 107,813,250.73	$ 29,028,355.16		$ -	$ 78,784,895.57
Food Service	2	$ 3,985,000.00	$ 3,985,000.00	$ 903,956.64			$ 3,081,043.36
Transportation	3	$ 5,900,000.00	$ 5,900,000.00	$ 1,107,312.01			$ 4,792,687.99
Community Ed	4	$ 8,114,000.00	$ 8,114,000.00	$ 2,228,479.05			$ 5,885,520.95
Operating Captial	5	$ 5,462,130.31	$ 5,462,130.31	$ 341,228.65		$ -	$ 5,120,901.66
Building Construction	6	$ -					$ -
Debt Service Fund	7	$ 22,979,390.64	$ 22,979,390.64	$ 1,869,041.28			$ 21,110,349.36
Trust Fund	8	$ 258,575.00	$ 258,575.00				$ 258,575.00
Dental Insurance Fund	20	$ 917,000.00	$ 917,000.00	$ 359,188.12		$ -	$ 557,811.88
Student Acitivity	79	$ 236,006.00	$ 236,006.00	$ 101,777.15		$ 8,424.00	$ 125,804.85
REVENUE	**TOTALS:**	**$ 155,595,639.81**	**$ 155,665,352.68**	**$ 35,939,338.06**	**$ -**	**$ 8,424.00**	**$ - $ 119,717,590.62**

EXPENSES	**22-23**		22-23	**22-23**		**22-23**	**22-23**
	CURRENT YEAR ADOPTED BUDGET		**CURRENT YEAR REVISED BUDGET**	**EXPENSES TO YEAR TO DATE**		**EXPENSES ENCUMBERED**	**BUDGET BALANCE**
	FUND	Jul-22	JULY 22-23	July - Sept		July -Sept	July-Sept
General	1	$ 104,358,876.11	$ 104,428,588.98	$ 40,539,505.76		$ 2,820,648.29	$ 61,068,434.93
Food Service	2	$ 4,427,346.56	$ 4,427,346.56	$ 1,352,057.11		$ 1,296,163.15	$ 1,779,126.30
Transportation	3	$ 6,176,300.00	$ 6,176,300.00	$ 2,403,462.39		$ 390,785.19	$ 3,382,052.42
Community Ed	4	$ 8,658,980.50	$ 8,658,980.50	$ 2,747,157.61		$ 29,383.35	$ 5,882,439.54
Operating Captial	5	$ 8,394,018.57	$ 8,394,019.57	$ 2,740,187.03		$ 1,264,247.34	$ 4,389,584.20
Building Construction	6	$ -	$ 10,651,653.42	$ 9,672,277.82		$ 979,375.60	$ -
Debt Service Fund	7	$ 24,691,484.56	$ 24,691,484.56	$ 2,568,157.81			$ 22,123,326.75
Trust Fund	8	$ 250,000.00	$ 250,000.00	$ -			$ 250,000.00
Dental Insurance Fund	20	$ 924,000.00	$ 924,000.00	$ 362,517.83			$ 561,482.17
Student Acitivity	79	$ 414,040.00	$ 414,040.00	$ 56,887.63		$ 1,087.12	$ 356,065.25
EXPENSE	**TOTALS**	**$ 158,295,046.30**	**$ 169,016,413.59**	**$ 62,442,210.99**	**$ -**	**$ 6,781,690.04**	**$ - $ 99,792,511.56**

Fin 160 ESSER III	**Expenses**
Program 030 Admin	$ 15,000.00
Program 108 Tech	$ 1,848,862.00
Program 203 Elem	$ 624,320.45
Program 211 Secondary	$ 164,562.52
Program 805 Operations	$ 86,592.41
Program 740 Pupil Engage	$ 67,919.99
	$ 2,807,257.37

Fund 06 Building construction	**Expenses**
debt serv payment/prof serv course 000/000	$ 1,113,211.81
admin owner pymnt course 800	$ 5,547.53
admin design serv course 801	$ 65,645.32
admin constru mngmt course 802	$ 79,906.62
admin commissions course 803	$ 15,076.17
interior surf constr costs course 804	$ 9,125,936.52
admin site services 805	$ 120,957.17
long term lease 806	$ 1,650.00
	$ 10,527,931.14

	Ex Curricular	**Fund 01**
Program 298	Revenue	$ 260,663.65
Program 298	Expense	$ 203,957.25

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
218.336.8738

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services

FROM: Cathy Holman, Purchasing Coordinator

SUBJECT: BID – 1307 Data Center Colocation Services

DATE: December 2, 2022

Bids for Data Center Colocation Services were advertised in the Duluth News Tribune and sent to four (4) providers of computer and information technology support and service.

One response was received from Involta.

Bart Smith, Manager of Technology and this department reviewed the response.

It is recommended that the proposal as submitted by Involta for the five (5) year maximum bid amount of **$534, 480** be accepted. They anticipate our five (5) year cost will be less than half at $199,260, but would need to award this bid for the maximum amount of **$534,480**.

We anticipate our five (5) year cost will be less than half at $199,260 but need to award this bid for the maximum amount of **$534,480**.

The pricing breakdown for services is listed on the following page and reflects the pricing difference.

Item Description	Per Unit Non-Recurring Cost (NRC)	Per Unit Recurring Monthly Cost (MRC)	Maximum Units	Max MRC	Max Bid Value	Anticipated Units	Anticipated MRC	Anticipated Bid Value	Notes
Colocation Full Cabinet	$0.00	$625.00	4	$2,500.00	$150,000.00	3	$1,875.00	$112,500.00	Three (3) Cabinets
Fiber Pair Cross Connect	$0.00	$111.00	24	$2,664.00	$159,840.00	5	$666.00	$39,960.00	Five (5) Cross Connects
One (1) Kva of Power	$0.00	$156.00	24	$3,744.00	$224,640.00	6	$780.00	$46,800.00	Six (6) Kva of Power
Other Costs	$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	
Total Costs				$8,908.00	**$534,480.00**		$3,321.00	**$199,260.00**	

Duluth
Public Schools

4316 Rice Lake Road, Suite 108
Duluth, MN 55811
www.isd709.org

Memorandum

To: Ms. Jill Lofald / School Board

Ms. Simone Zunich / CFO Executive Director of Business Services

From: Dave Spooner

Manager of Facilities

Date: November 29, 2022

Re: CHANGE ORDER #2 - Congdon Park ES Window Restoration - St Germains Glass Inc. *School Board Approved LTFM FY21-22 Project*

Attached is Change Order #2 for Congdon Park ES Window Restoration Project - St. Germains Glass Inc.

The original contract sum for this work as defined was **$594,822.00**. Change order #1 for a sum of **$68,586.00** resulted in a new sum of **$663,408.00.** Change order #2, which was related to rotted wood nailers that were replaced and efforts to correctly size the reused window shades, both for a sum of **$9245.00**, and which will result in a new contract amount of **$672,653.00.**

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #2 on behalf of the School Board with St. Germains Glass Inc., as authorized at the regular School Board Meeting on December 20, 2022.

The new contract sum for the work defined in the agreement with St. Germains Glass Inc. is **$672,653.00.**

Attachment

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Congdon Park Window Project	Contract For: St. Germain's Glass Inc.	Change Order Number: #2-11/14/2022
3116 E Superior Street, Duluth	Date: 04/05/2021	Date: 11/14/2022
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
ISD#709 Duluth Public Schools	MRJ Consultants, LLC	St. Germain's Glass Inc.
215 North 1st Ave E.	5712 Royal Oaks Dr	212 N 40th Ave West
Duluth, MN 55802	Shoreview, MN 55126	Duluth, MN 55807

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per change order #2 request submitted 11/4/22 and approved by Dave Spooner- ISD #709 during the 2022 project.

St. Germain's letter dated 11/04/22- Time and materials to patch rotting sills and jambs for window installation $3,432.00
St. Germain's letter dated 11/04/2022- Congdon Elementary Shool Window Replacement- Room Shade modifications by Belanger Blinds. $5,813.00

Total Amount of Changes for CO#2- $9,245.00

The original Contract Price was	$	594,822.00
The net change by previously authorized Change Orders	$	68,586.00
The Contract Price prior to this Change Order was	$	663,408.00
The Contract Price will be (increased) by this Change Order in the amount of	$	9,245.00
The new Contract Price , including this Change Order, will be	$	672,653.00

The Contract Time will be (unchanged) by ( ) days.

The new date of Substantial Completion will be TO BE DETERMINED BY ALL PARTIES

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
MRJ Consultants LLC	St. Germain's Glass Inc.	ISD#709 Duluth Public Schools
SIGNATURE	SIGNATURE	SIGNATURE
Mike Johnston- President	Mike McCabe - Sales Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11/18/22	11/23/22	
DATE	DATE	DATE

05 E 435 865 368 520 000

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ST. GERMAIN'S GLASS
212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainsGlass.com

November 4, 2022

MRJ Consultants
Attn: Mike

ISD 709- Dave

Job: Congdon Elementary School Window Replacement

Add: Room Shade Cut Down to fit the new trim
$5813.00 = ($5285.00 Cost x 10% OH&P)

Thank you,

Mike McCabe
St. Germain's Glass Co

ST. GERMAIN'S GLASS
212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainsGlass.com

11/04/2022

MRJ Consultants

Att: Mike

ISD 709 - Dave

Job: Congdon Elementary School – Duluth, MN

Time and Materials to patch rotting sills and jambs for window replacements

$2640.00 - Labor – 30 hours total at $88.00 per hour

Mockup week - 8 hours figuring out plan of action,getting materials, fixing sills and jambs on first 3 windows

Week 1 – 4 sills on bottom row of windows 2 hours each to equal 8 hours

22nd of June – 2 sills replaced at 2 hours a piece total 4 hours

5th of July – 1 sill at 2 hours and 1 sill and all jambs replaced at 4 hours totaling 6 hours

6th of July – 2 sills at 2 hours each for 4 total hours

$480.00 – Materials after tax
12 treated 2x8's
Sealants, anchors, foam

$312.00 – Overhead, fuel surcharge, misc time

Total: $3432.00

Thank you,

Mike McCabe
St. Germain's Glass Co.

BRIN GLASS COMPANY BRIN GLASS SERVICE BRIN CONTRACTORS INC. NORTHWESTERN GLASS FAB HEARTLAND GLASS

Adopted:_____ *MSBA/MASA Model Policy 408*
Orig. 1995
Revised:_____ *Rev. 2022*

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives

the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.

B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.

D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 410
Orig. 1995
Rev. 2022

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that

would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of

the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

   a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

   b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

      (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

      (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

      (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

      (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district

does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of

coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

    The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three

weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

4111 FAMILY AND MEDICAL LEAVE ACT POLICY

The Family and Medical Leave Act of 1993 (FMLA) provides for up to 12 weeks of job-protected leave to eligible employees for certain family and medical reasons. The purpose of this policy is to provide guidelines for implementation of the FMLA. Terms used in this policy are intended to have the meaning set forth in the FMLA and accompanying U.S. Department of Labor regulations. Any aspect of FMLA leave not specifically addressed in this policy shall be handled in accordance with the FMLA and accompanying U.S. Department of Labor regulations and applicable policies of the Employer.

An employee must meet the following requirements to be eligible for FMLA leave:

1. The employee must have worked for the Employer for at least 12 months; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.

FMLA leave may be requested for the following reasons:

1. For the birth of a child, and to care for the newborn child;
2. For the placement with the employee of a child for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

Eligibility for FMLA leave for birth or placement of a child expires 12 months after the birth or placement of the child. Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, commence prior to actual birth or placement.

An eligible employee may qualify for up to 12 weeks of FMLA leave in any 12 month period. From the 12 week maximum, any FMLA leave which the employee has taken during the 12 months preceding commencement of the requested leave will be subtracted to determine the maximum leave for which the employee may be eligible presently.

In accordance with the FMLA, the Employer may require that an instructional employee's FMLA leave continue until the end of the academic semester under circumstances where the employee would otherwise be returning from leave near the end of the academic semester.

When FMLA leave is taken to care for a spouse, son or daughter, or parent, with a serious health condition, or for an employee's own serious health condition, leave may be taken intermittently or on a reduced schedule if shown to be "medically necessary". Where leave is taken for the birth or placement of a child for adoption or foster care, leave may be taken on an intermittent or reduced leave schedule only if the Employer agrees.

If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the

leave would extend, the employer may require the employee to choose either to:

1. Take leave for a period or periods of a fixed duration, not greater than the duration of the planned treatment; or
2. Transfer temporarily to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

"Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include an uninterrupted period of leave.

Unpaid Leave

Generally FMLA leave is unpaid. However, an employee shall substitute accumulated paid sick leave for a portion of the FMLA leave in any situation where the employee would normally be allowed to use sick leave. An employee shall also substitute accumulated personal leave for a portion of the FMLA leave.
Minnesota law allows for unpaid parental leave and for use of paid sick leave to care for dependent family members under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which an employee is eligible.

Authorization

An eligible employee must ordinarily provide the Employer with 30 days advance notice when the FMLA leave is foreseeable. If 30 days advance notice is not possible, the employee will be required to give the Employer notice as soon as practical which shall normally be within two business days after the employee learns of the need for the leave. The Employer reserves the right to deny a leave request absent timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the Employer's operations.
An employee requesting leave shall provide to the Employer, in writing, the proposed date the leave is to commence, the approximate duration of the leave, and the qualifying reason (s) for the leave. The Employer will normally require medical certification to support a FMLA leave request either to care for an employee's seriously ill family member or because of the employee's serious health condition. The medical certification shall be provided to the Employer as soon as possible, and not more than 15 days later. The Employer reserves the right to require a second medical opinion at the Employer's expense, as allowed by the FMLA.

The Employer reserves the right to require the employee to provide recertification of the need for the leave every 30 days. Recertification may also be required sooner than every 30 days if (1) the employee requests an extension of the leave; (2) there are changed circumstances regarding the nature of the medical condition; (3) the Employer receives information casting doubt on the continued validity of the most recent certification. The Employer may request a medical fitness-for-duty report upon the employee's return to work.

~~Benefit Continuation~~

~~During an approved FMLA leave, the employee and dependent health and dental insurance coverage (if any) shall be maintained on the same basis as coverage would have been provided if employee had been continuously employed during the entire leave period. Employees who receive partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If an employee fails to make their premium payment, the employee will lose coverage and will not be covered for any claims which may have occurred while on FMLA leave. However, an employee may voluntarily choose not to pay the premium and thus not retain these coverages. The coverages will be reinstated upon the employee's return to work.~~

~~An employee on FMLA leave may also continue other insurance coverages which the employee had in effect through the Employer prior to going on FMLA leave. The employee will be required to pay the full cost of the premium.~~

~~The Employer's obligation to maintain health and dental insurance benefits ceases if and when the employee informs the Employer of the employee's intent not to return from leave; if the employee fails to return from leave, thereby terminating employment; or if the employee exhausts the employee's FMLA leave entitlement. In some of these situations, employees may be entitled by law to continue their health care coverage at their own expense.~~

~~Return to Work~~

~~An employee returning from FMLA leave of longer than one month must notify the Employer at least two weeks prior to return from leave.~~
~~An employee returning from FMLA leave shall be entitled to be restored to the same position and shift that the employee held when the FMLA leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment. Benefits of employment and seniority will be resumed at the same level and in the same manner as were provided at the time the leave began. Any increases in pay or changes in benefits that are not dependent upon seniority or accrual during the leave period also must be made effective upon the employee's return to work. However, an employee on FMLA leave shall not be entitled to benefit or seniority accrual during the leave except as may be required by the employee's collective bargaining agreement.~~

~~Failure to Return to Work~~

~~If an employee on FMLA leave decides not to return to work, the employee shall notify the Employer as soon as it is foreseeable that the employee will not be returning to work.~~

~~If an employee does not return to work for reasons beyond the employee's control or because the employee has a serious health condition which prevents the employee from returning to work, then the employee will not be required to repay health insurance~~

~~premiums paid by the Employer during the FMLA leave. If the employee does not return to work for any other reason, then the employee will be required to repay the Employer for those premiums.~~

~~An employee who chooses not to return to work or is unable to return to work shall be considered to have voluntarily resigned.~~

~~Adopted: 01-23-1996 ISD 709~~

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

[Note: the district should identify the payment methods that it will accept.]

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

   a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

   b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

   The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

   The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Data Practices Compliance Official:
Executive Director of Business Services and Finance
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Data Practices Designee(s):
Business Services Coordinator
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy	
Replacing:	Policy 108
First Reading:	09-18-2018
Adopted:	10-16-2018
Reviewed:	10-15-2019
Reviewed:	07-21-2020
First Reading:	11-15-2022

Duluth Public Schools
INDEPENDENT SCHOOL DISTRICT NO. 709
PUBLIC DATA REQUEST FORM

Duluth Public Schools

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	**PHONE NUMBER:***
ADDRESS:*	**EMAIL ADDRESS:***
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED: **INSPECTION ONLY**_____ **COPIES ONLY****_____ **BOTH INSPECTION AND COPIES**_____** **Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

Written requests for data can be returned several ways:

Email: data.request@isd709.org
Fax: 218-336-8773
Mail: ISD 709 – Attn: Business Services
4316 Rice Lake Rd, Ste 108
Duluth, MN 55811
In Person: See mail address above

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	**REQUEST RECEIVED BY:**
DATE OF RESPONSE:	**RESPONSE PROVIDED BY:**

* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

534 SCHOOL MEALS POLICY

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Payment for lunch is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payments
2. Check sent to the child's school or Administrative offices
3. Cash sent to the child's school or Administrative offices

B. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

C. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.

E. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.

F. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

D. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References:
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

New Policy: 534
First Reading: July 18, 2017
Adopted: August 22, 2017 ISD 709
First Reading: November 15, 2022
Adopted:

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 6, 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. Duluth Public Schools Planning for our Operational Future 29
         Managing Director Baird Public Finance, Michael Hoheisel
       - c. District Legislature Platform 58
   - C. Other - None
4. **ADJOURN**

Duluth Public Schools

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Classroom To Boardroom

Comprehensive Strategic Planning

School Board Meeting Update
December 6, 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
- Share key next steps and timeline
- Strategic Roadmap
- Questions

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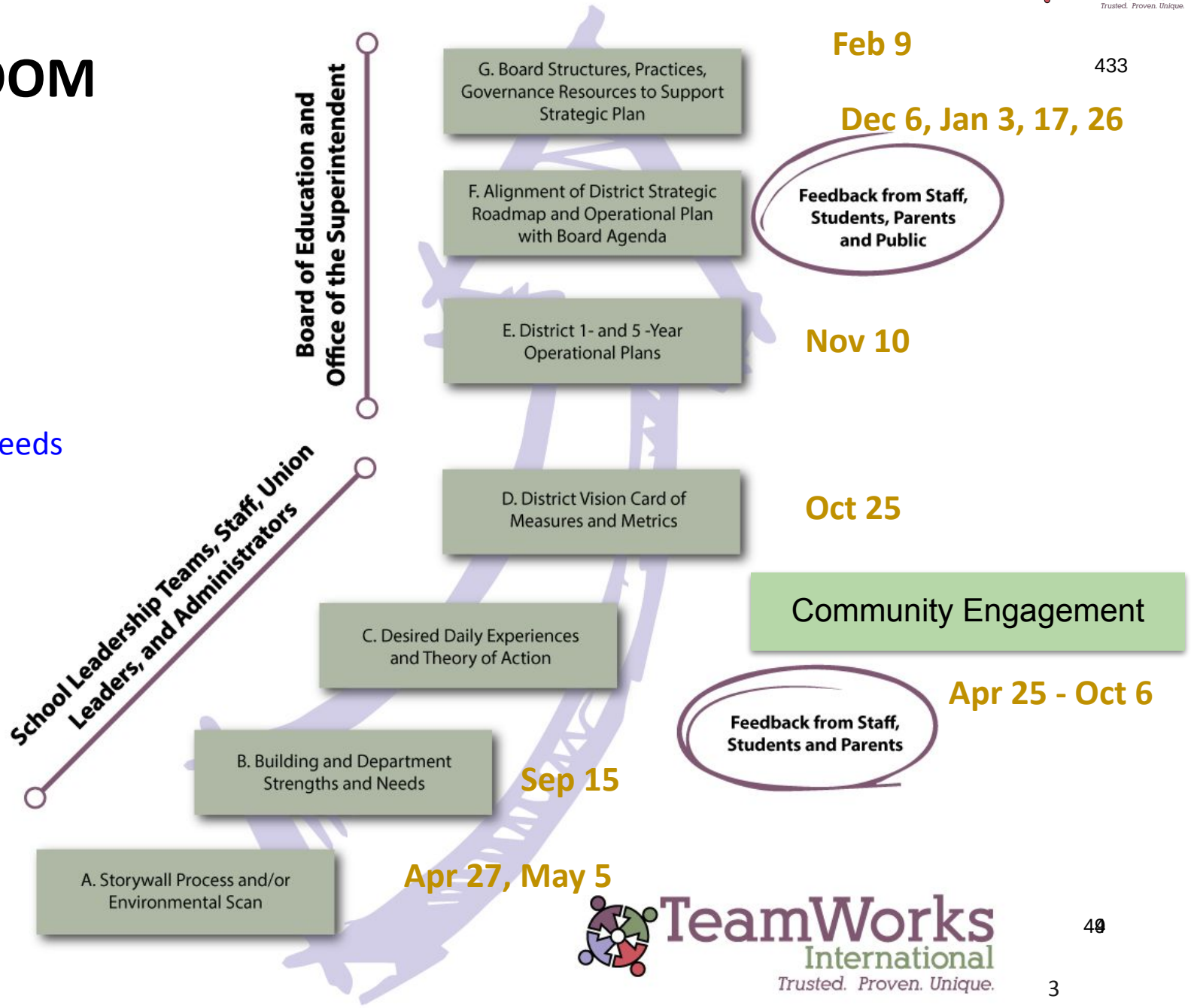
CLASSROOM TO BOARDROOM STRATEGIC PLANNING PROCESS

- 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



Additional Dates and Sessions

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

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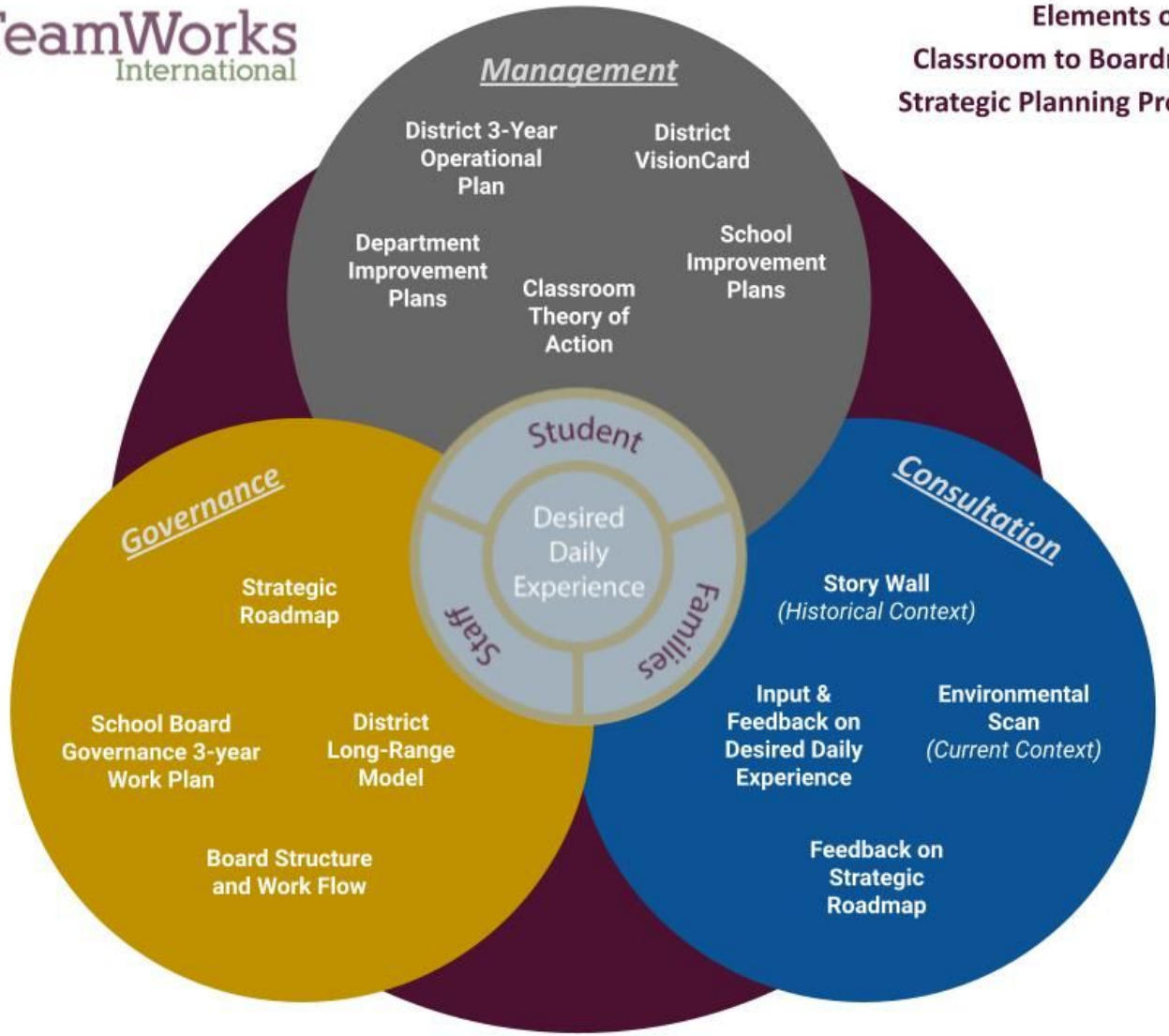
Elements of the Classroom to Boardroom Strategic Planning Process



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

I am accepted, cared for, and respected regardless of the color of my skin, how I identify or my beliefs.

- I have multiple options for courses including “real life” classes and extracurricular activities.
- Staff and teachers keep me safe, believe I can succeed, hear my voice, and support me.

I enjoy school, have fun, and feel like I belong.

- I feel connected to my classmates and the staff.
- My school meals have a variety of options and I am given enough time to eat and socialize.
- I have access to physical and mental health support at school.
- I know what is expected from me and know that I am treated fairly if I make a mistake.
- Important information is shared and is accessible to me.

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Draft Desired Daily Experiences - Families

My child's school values equity, diversity and inclusivity.

- My child feels welcomed, seen, heard, engaged and happy at school.
- My family has a sense of belonging with the school community where we feel welcomed by school staff and other families.
- My voice is heard and I am informed through multiple communication methods.

My child's school provides relevant and engaging academic learning experiences that support multiple pathways.

- My child has equitable access to many activities before, during, and after school.
- My child has access to resources that support their mental health and social-emotional learning.
- My child has class sizes that allow for individualized attention to meet their needs.

My child is treated respectfully when they make mistakes.

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Draft Desired Daily Experiences - Staff

I am part of a diverse workforce that values relationships, teamwork, and inclusivity.

- I have systems and equitable resources to sustainably support students' academic, social-emotional/behavioral, and socio-economical needs
- We have class sizes and caseloads that allow us to reach students' individual, social-emotional/behavioral and academic needs.

I enjoy my job and find it fulfilling.

- I have dedicated and adequate time during my workday to collaborate, prepare, connect with colleagues and grow professionally.
- I have access to and the ability to use current, relevant, educational resources and technology.
- I am provided with resources to support safety at my site for all staff and/or students.
- I have quality, meaningful professional development opportunities to support my role.
- I receive clear, timely, and relevant communication.
- I am a valued voice in the decision-making process with my colleagues and administration.

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Process and Next Steps Update

- Next Session - January 4, 2023
  - Finalize Draft Desired Daily Experiences
  - Finalize District Theory of Action
  - Finalize Draft Vision Card
  - Finalize District Operational Plan

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445

616

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District Strategic Roadmap

Mission, Vision, and Core Values

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Mission

Duluth Public Schools is working to inspire **every student** to achieve their potential and preparing students to lead **productive, fulfilling lives** as citizens of Duluth and the wider world.

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Mission Statement

1. **Who do you serve?**

2. **What do you specifically do for those you serve?**

3. **Why do you do what you do?**

4. **How do you do what you do?**

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Vision

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

Working together as educators, parents and citizens, we can make a difference for every student, every day.

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Vision Statement

Culture

- **If you talk with a neighbor or a parent on the sideline, what will you be saying about school district academics?**
- **What will student to student relationships be like? Student and staff? Staff and family?**
- **In three years, what will you be most proud of in our schools?**

Work

- **What will be a premier program that people will be talking about in the school district?**
- **What resources or instruction will you see in the classroom that will prove the district is serving the Desired Daily Experiences of students, staff, families?**
- **Walk through the future facilities plan for 2025 – what will make you smile?**
- **What will staff say about their work and professional development?**

Organization

- **What are 3 words that describe how the board is supporting the academic model?**
- **What will communication about academics be like between school and home?**
- **What great things will be said internally about the academic focus of the schools?**
- **What will the external community and realtors say about the school's academics?**

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Core Values

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

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Core Values

Beliefs

- Beliefs don't need proof
- Beliefs are assumptions we make about others and ourselves
- Beliefs grow from what we experience and think about
- Beliefs affect our morals

Core Values

- Values stem from our beliefs
- Values govern the way we behave
- Values are things we deem important
- Values affect behavior and character

Robyn Roste - "What's the Difference between Beliefs and Values?"

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Core Values

Accountability: *To fulfill one's roles and responsibilities and be responsive to the results.*

Adaptability: *engaging in flexible, continuous and purposeful change grounded in data*

Collaboration: *working together for common goals*

C**ollaboration:** *operating with a preference and capacity for partnership across our community*

Community: *it's about all of us, all the time*

Compassion: *to show empathy, generosity, kindness, patience and sensitivity*

Courage: f*acing challenges with hope & persistence*

Courage: *to do what is right and to support each other in courageous thought and action*

Engagement: *showing up fully present with a Mission-focus and Values-driven attitude*

Excellence: *to be our best, expect our best*

Excellence: *high expectations for all and in all we do*

Excellence: *to be inspired daily to become the very best we can be*

Excellence: A relentless and intentional effort in continuous improvement.

Expectations: *I will set a high bar for myself and others in learning, behavior, commitment to do one's best and service to others and community*

Innovation: f*inding new way to excel*

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Core Values

Integrity: *I will do the right thing…even when no one is looking*

Integrity: *by staying true to our convictions in all that we say and do even when no one is watching*

Integrity: *Doing the "right thing" at all times with honesty and authenticity*

Integrity: *Always aligning our actions with our values and beliefs.*

Kids First: *Students' diversity and needs drive decisions and actions*

Knowledge: *Skilled in accessing, navigating and using a broad array of facts and viewpoints from a global perspective*

Learning: *Continuous, meaningful, and challenging effort that results in student success.*

Partnership: *I will engage in relationships and action which empowers learning for ALL*

Partnership: *Together, we achieve more than alone*

Respect: *I will honor the uniqueness of myself and others, treating others as we wish to be treated*

Respect: *pride in who we are, accepting of our differences*

Respect: i*n thought and action for the individual, for humanity and for the global community we all share*

Responsibility: *Shared stewardship of and accountability for our words, acts, choices and results*

Responsibility: *Working together interdependently and collaboratively, learning from one another, entrusting one's self interest to another, and taking ownership for our individual and collective actions and decisions.*

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Strategic Directions

After final draft of operational plan

726

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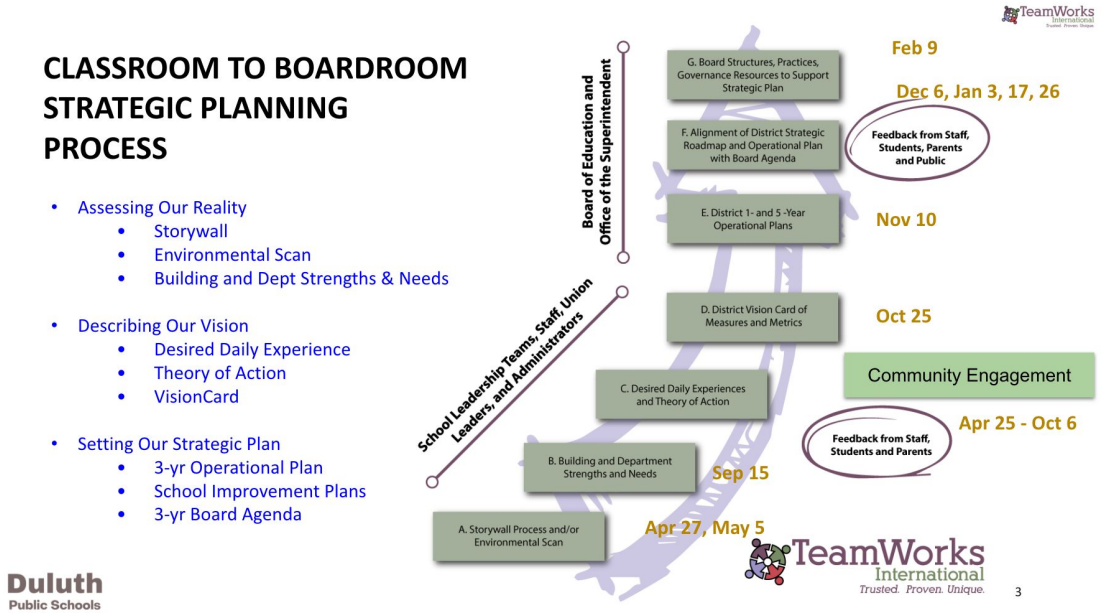
- Instagram: @rqueener



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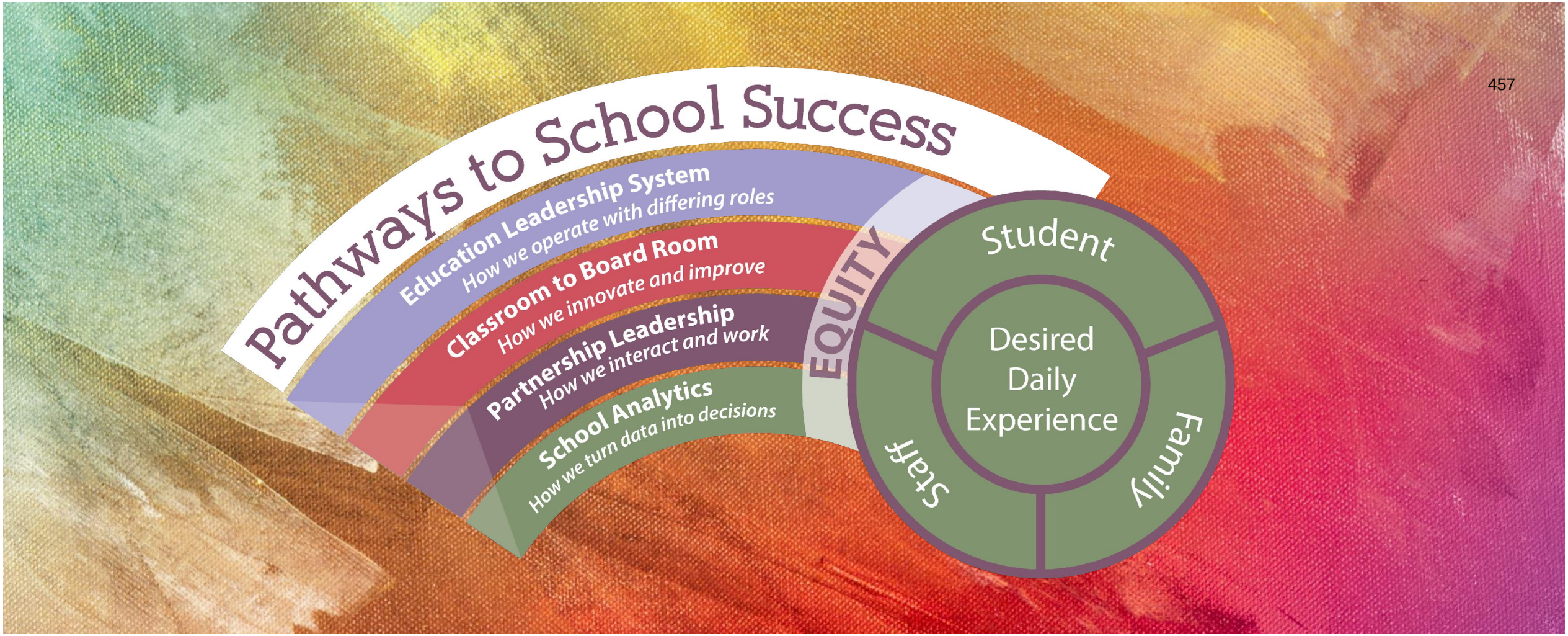

TeamWorks International

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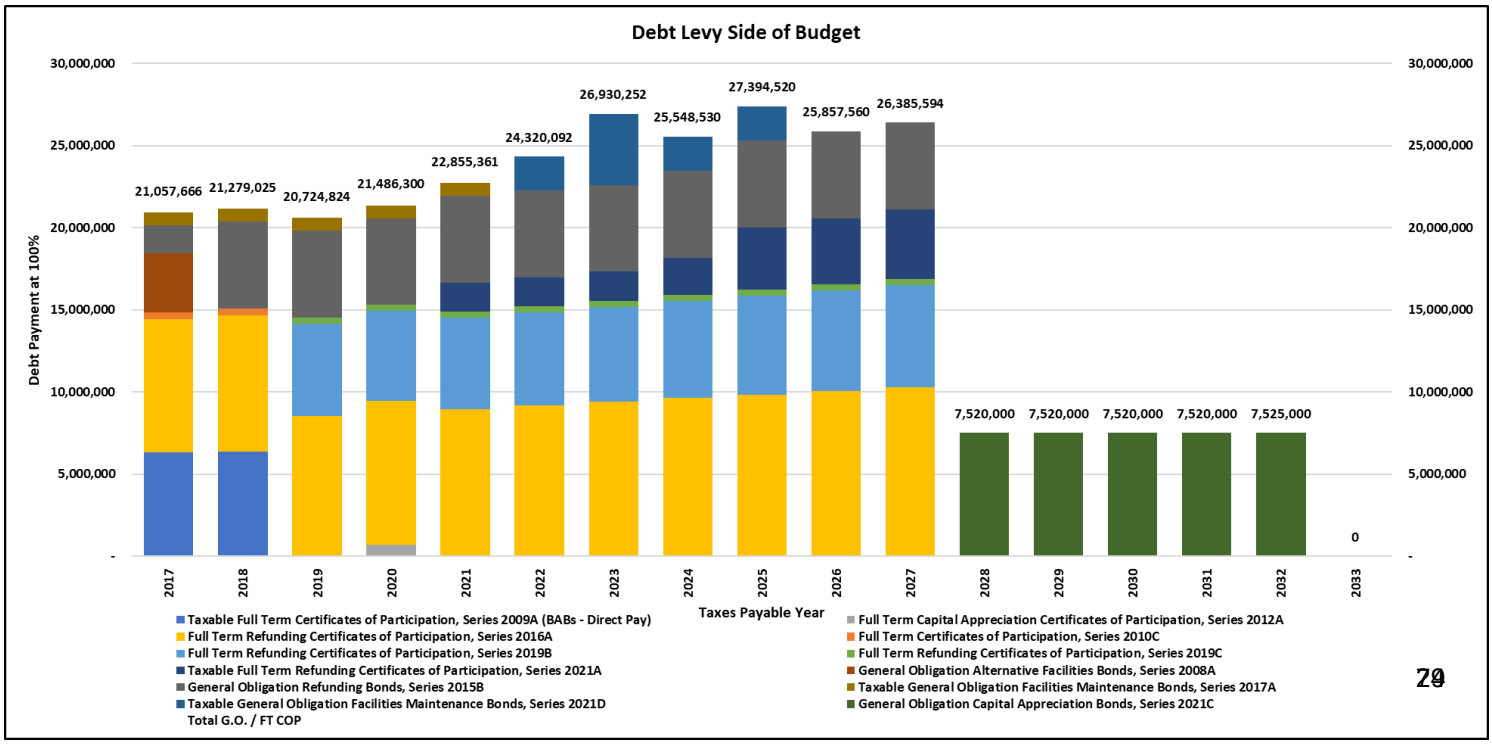
Committee of the Whole
December 6, 2022

ISD 709 Duluth Public Schools

Planning for our Operational Future – Focusing on the Next Ten Years
Seeking Committee Permission to Explore the Following:

- **Upcoming Operating Budget Challenges**
  - **1) Personnel**
    - a. ESSER funded positions
    - b. Class size optimization
    - c. Scheduling
      - i. Elementary: eight-day rotation
      - ii. Middle: art curriculum mandate
    - d. Maintain & attract quality staff
  - **2) Program Offerings**
    - a. Review
    - b. Assessment
    - c. Enhancement
  - **3) Technology**
    - a. Provide dedicated technology funding
      - i. Maintain ESSER 1:1 initiative
      - ii. Replacement cycles
      - iii. Future technology flexibility
- **Investigate Expenditure Efficiencies**
- **Explore Revenue Raising Funding Considerations**
  - **1) Voter Approved Tax Requests**
    - a. Minimize additional local tax effort
    - b. Use strategic phase-in approach
    - c. Maximize student benefit
  - **2) Voter Approved Funding Mechanisms**
    - a. Operating Referendum Levy
    - b. Capital Projects Levy
    - c. Taxable Technology Bond



ISD 709 DULUTH
THE NEXT 10 YEARS
FINANCIAL PLANNING DISCUSSION

PREPARED BY: MICHAEL HOHEISEL

MATT RANTAPAA

SAM HYLLE

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Duluth
Public Schools

BAIRD

AVERAGE DAILY MEMBERSHIP (ADM)

Grade	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K (total) + EC	833.29	785.96	724.76	729.81	819.79	797.02	830.04	737.24	756.32
1	652.69	704.31	647.13	636.59	602.43	644.98	641.06	588.40	614.82
2	653.92	628.66	673.36	622.13	617.88	591.03	637.68	574.16	597.78
3	650.09	630.00	606.88	662.99	624.05	597.55	572.54	597.62	590.84
4	599.45	630.27	593.91	582.37	646.85	620.48	589.52	507.84	605.84
5	611.12	581.88	605.06	586.63	570.25	621.52	619.65	540.73	516.78
6	507.52	557.25	545.60	551.39	572.48	571.29	610.70	542.05	561.90
7	633.93	526.02	555.44	567.26	579.71	584.07	589.04	581.07	593.59
8	554.58	611.60	547.75	551.08	586.18	576.26	622.87	555.74	587.95
9	639.75	681.65	694.90	647.17	668.14	707.65	697.70	695.44	658.15
10	699.47	634.01	670.54	696.38	634.02	660.50	711.16	650.09	690.45
11	636.78	674.09	602.20	619.99	664.72	609.90	646.82	672.61	638.94
12	680.42	634.81	647.49	612.03	628.87	646.91	602.23	621.11	668.29
Total ADM	**8,353.01**	**8,280.51**	**8,115.02**	**8,065.82**	**8,215.37**	**8,229.16**	**8,371.01**	**7,864.10**	**8,081.65**
Elementary ADM 1-6	3,674.79	3,732.37	3,671.94	3,642.10	3,633.94	3,646.85	3,671.15	3,350.80	3,487.96
Secondary ADM 7-12	3,844.93	3,762.18	3,718.32	3,693.91	3,761.64	3,785.29	3,869.82	3,776.06	3,837.37
Total Adjusted Pupil Units	9,122.00	9,032.95	8,858.68	8,804.60	8,967.70	8,986.22	9,144.97	8,619.31	8,849.12

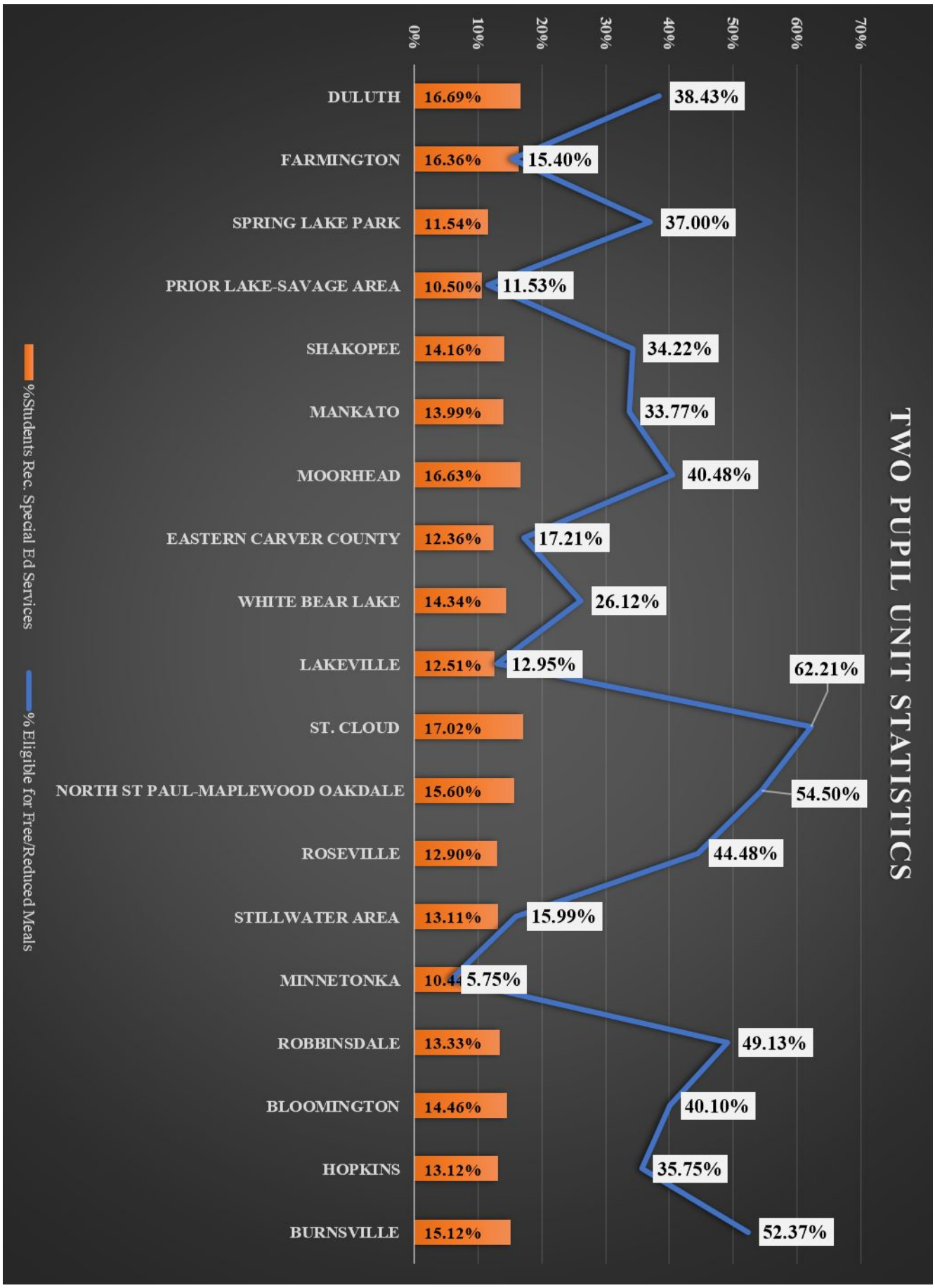
HISTORICAL ENROLLMENT INFORMATION

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
RESIDENT ADM	10,436	10,432	10,340	10,401	10,540	10,494	10,540	9,991
ENROLLMENT OPTIONS OUT TO ALL EDUCATION ENTITIES	2,205	2,270	2,359	2,486	2,492	2,422	2,343	2,301
CAPTURE RATE (% of RESIDENTS SERVED)	78.87%	78.24%	77.19%	76.10%	76.36%	76.92%	77.77%	76.98%

WHAT IS THE DISTRICT'S HISTORICAL CAPTURE RATE?

- Capture rate focuses solely on the number of resident students the District is educating or paying tuition for to educate within their system

MN School Districts with Similar Enrollment as Duluth Public Schools



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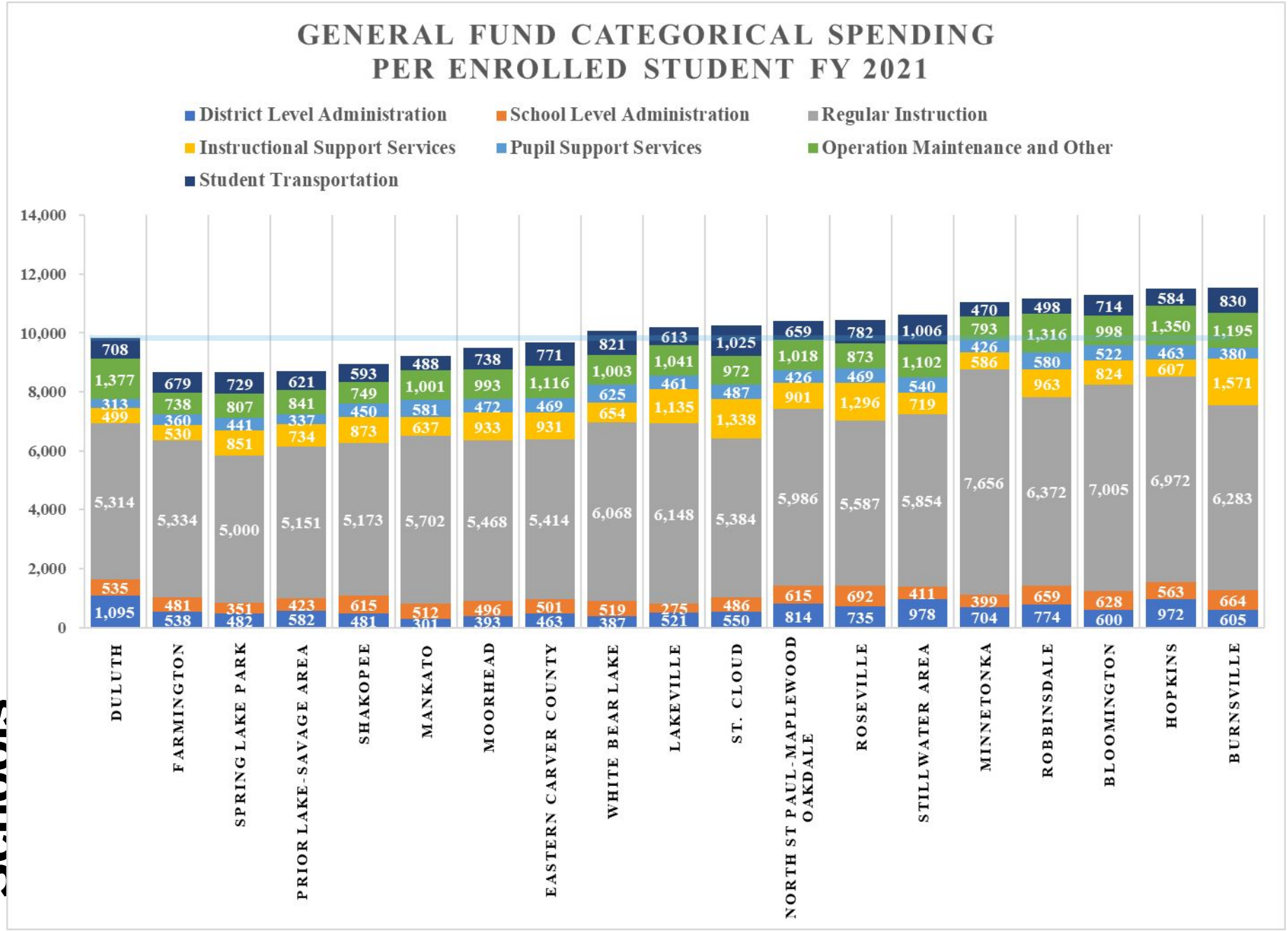
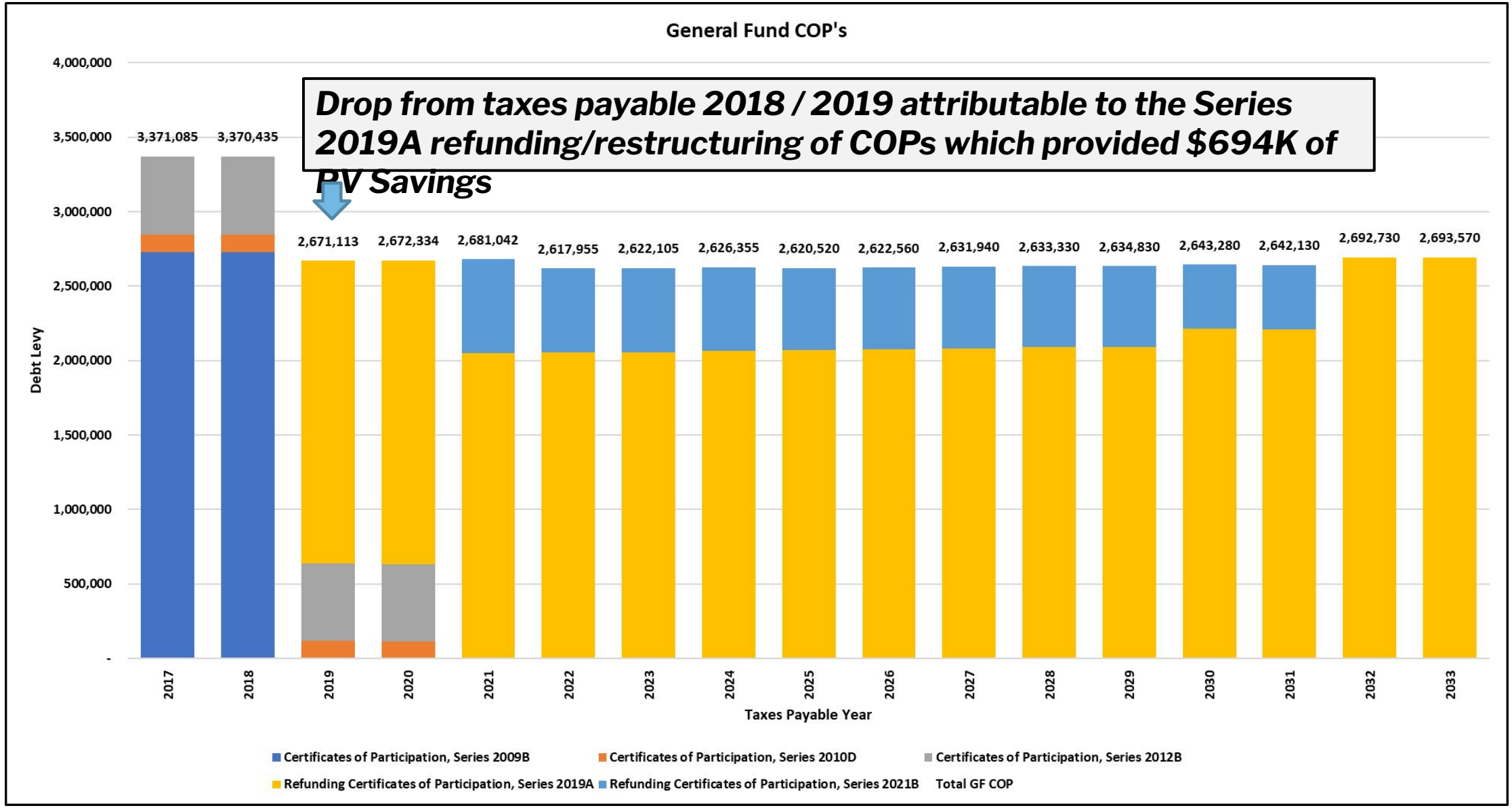
MN School Districts with Similar Enrollment as Duluth Public Schools

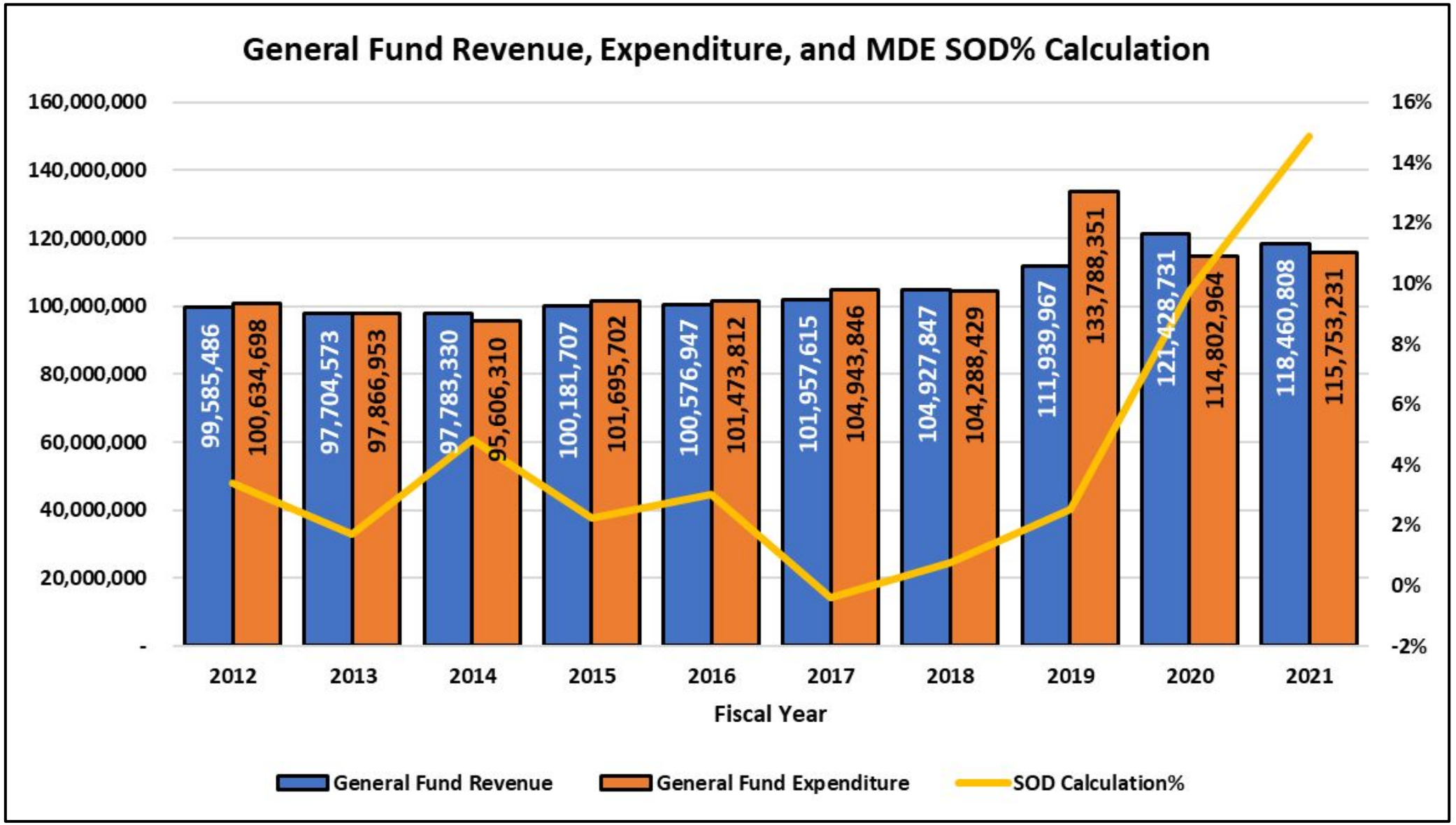


Note – The Blue Line Indicates the general fund spending in 7 comparable categories per pupil in ISD 709. 7 out of the 19 districts are below Duluth

ISD 709 – HISTORY OF DEBT IMPACTING OPERATIONS

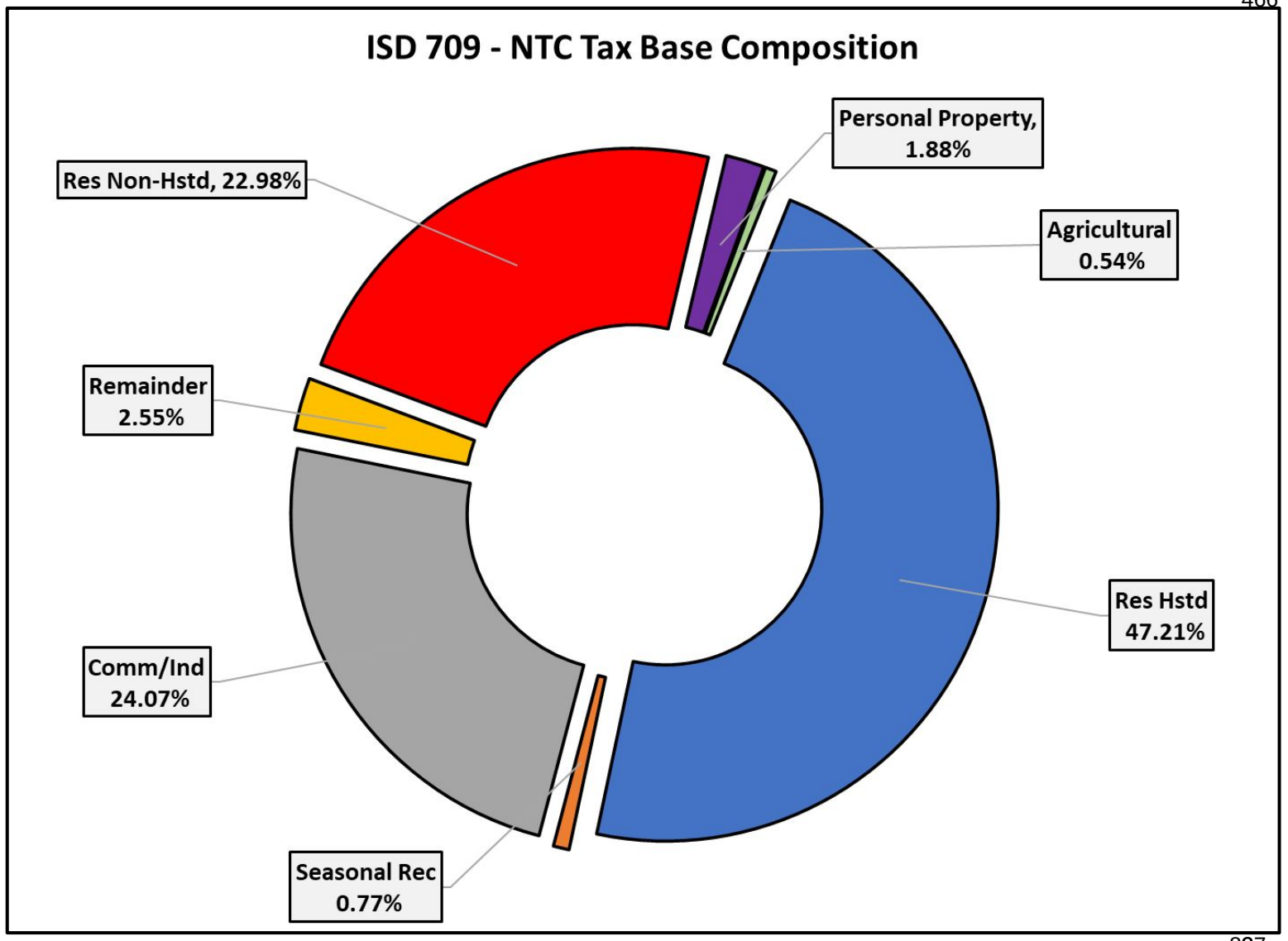


REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

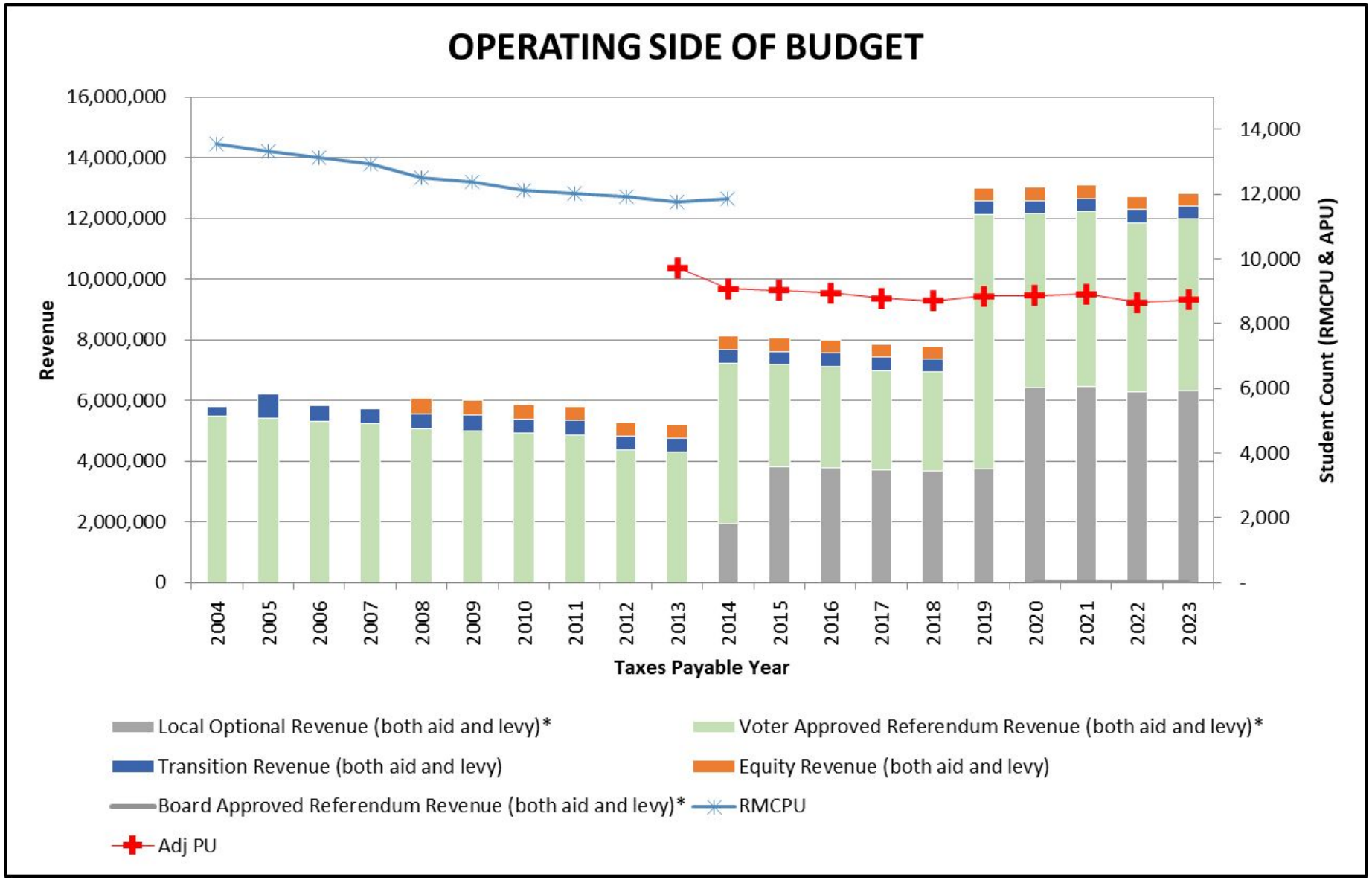


ESTIMATED PAY 2023 TAX BASE COMPOSITION

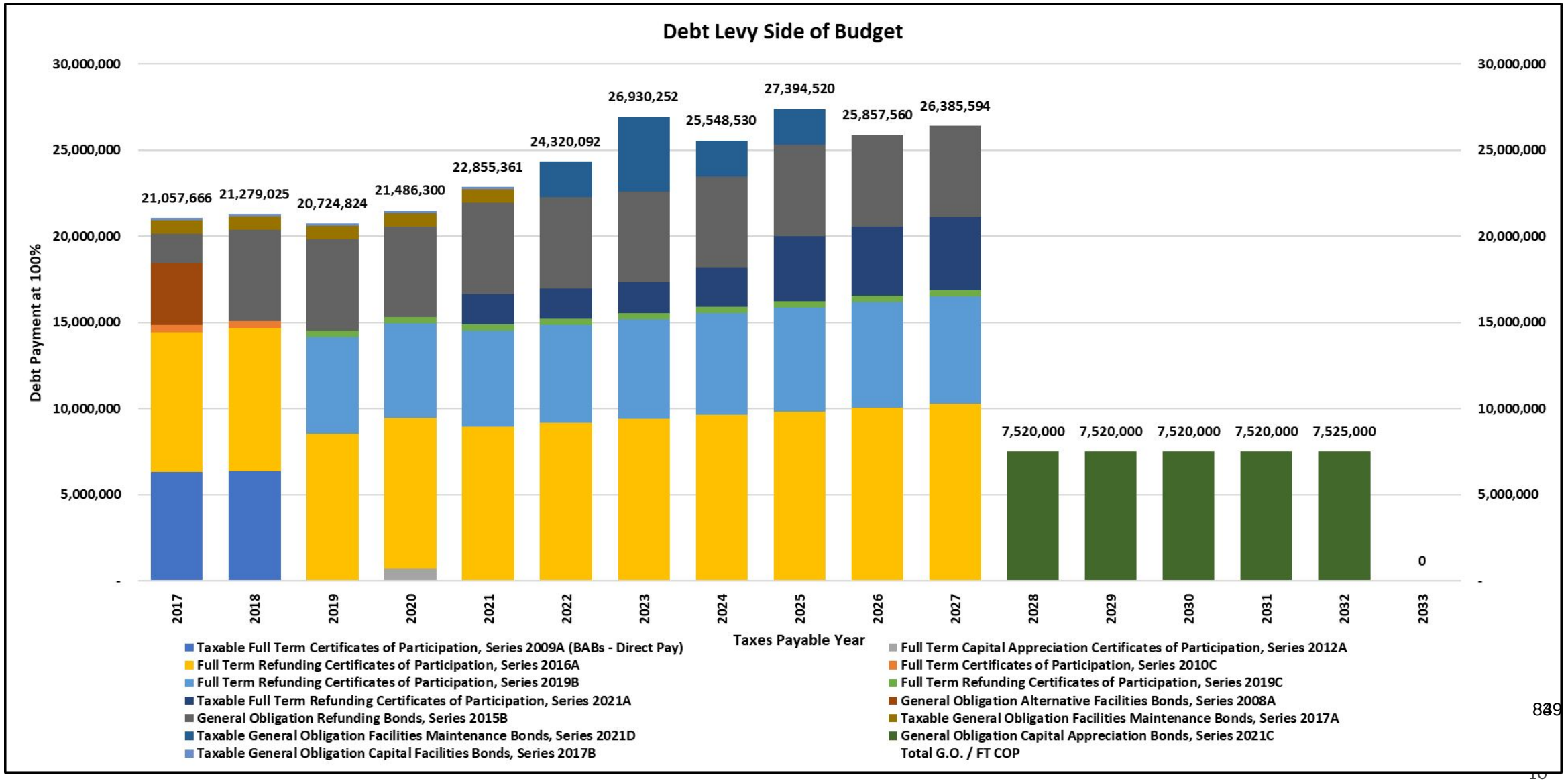
SOURCE: MN DOR PRISM



ISD 709 – HISTORY OF RMV (REFERENDUM MARKET VALUE) REVENUE



ISD 709 – HISTORY OF DEBT IMPACTING THE LEVY



ISD 709 – SCHOOL PORTION HISTORY OF TAXES

Year Taxes Payable	2017	2018	2019	2020	2021	2022
RMV Rate	0.10835%	0.09780%	0.15481%	0.15286%	0.15304%	0.14166%
GO Debt Rate (Ag2School Qualified)	24.434%	23.007%	25.072%	23.819%	23.528%	22.757%
Remainder of NTC Levy Rate	7.852%	8.187%	8.886%	8.000%	6.684%	8.888%
Total NTC Rate	32.286%	31.194%	33.958%	31.819%	30.212%	31.645%

Type of Property	Estimated Market Value	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact	Total School Portion of Property Taxes Est. Annual Tax Impact
Residential Homestead	50,000	151.03	142.48	179.28	171.89	167.16	165.77
	75,000	226.55	213.72	268.92	257.83	250.73	248.65
	100,000	340.16	321.77	398.63	381.32	369.96	368.87
	150,000	570.30	540.68	661.10	631.16	611.14	612.17
	175,000	685.20	649.98	792.17	755.93	731.57	733.66
	200,000	800.43	759.59	923.58	881.01	852.31	855.46
	250,000	1,030.56	978.49	1,186.06	1,130.85	1,093.49	1,098.76
	275,000	1,145.47	1,087.79	1,317.13	1,255.61	1,213.93	1,220.25
	300,000	1,260.70	1,197.40	1,448.53	1,380.69	1,334.66	1,342.05
	500,000	2,156.05	2,048.70	2,471.95	2,355.25	2,275.80	2,290.55
	750,000	3,435.86	3,268.01	3,920.16	3,731.74	3,602.53	3,633.61
Commercial/ Industrial	250,000	1,643.03	1,570.25	1,830.24	1,734.46	1,666.61	1,699.06
	500,000	3,528.21	3,374.45	3,915.17	3,707.56	3,559.81	3,635.46
	1,000,000	7,298.56	6,982.85	8,085.02	7,653.76	7,346.21	7,508.26
	2,500,000	18,609.61	17,808.05	20,594.57	19,492.36	18,705.41	19,126.66

OPERATING REFERENDUM LEVY - WHAT IS IT?

An operating levy (otherwise known as a referendum revenue request or excess operating levy referendum) is a procedure which allows school districts to raise additional funds to supplement regular state education funding.

The State of Minnesota equalizes many educational levies based upon the district's ability to pay (Equalization Aid). This is one of those levies.

OPERATING LEVY HISTORY

ISD 709 Operating Referendum Results, 1991 to 2022

Year Held	Start Pay	Net $/PU	# Years	Pass? Yes=1 No=0	# Yes Votes	# No Votes
1993	1994	345.03	4	1	Missing	Missing
1997	1998	315.00	5	1	12,347	5,468
2001	2002	425.00	5	0	13,409	16,810
2003	2004	365.60	5	1	16,285	14,021
2008	2009	500.00	5	0	15,875	35,430
2008	2009	365.60	5	1	35,196	17,326
2008	2009	334.40	5	0	23,760	28,363
2011	2012	284.77	5	0	9,865	12,504
2011	2012	122.70	5	0	8,323	13,969
2011	2012	98.15	5	0	7,574	14,662
2013	2014	595.78	5	1	12,676	6,627
2013	2014	200.00	5	1	9,781	9,445
2018	2019	371.78	10	1	32,248	12,314
2018	2019	575.00	10	1	23,805	20,346
2018	2019	335.00	10	0	21,387	22,575

Select district

709 <-- Enter District Number (1.2 for Minneapolis)

0709-01 Duluth

DEPARTMENT OF EDUCATION

CPI updated for September 30, 2021

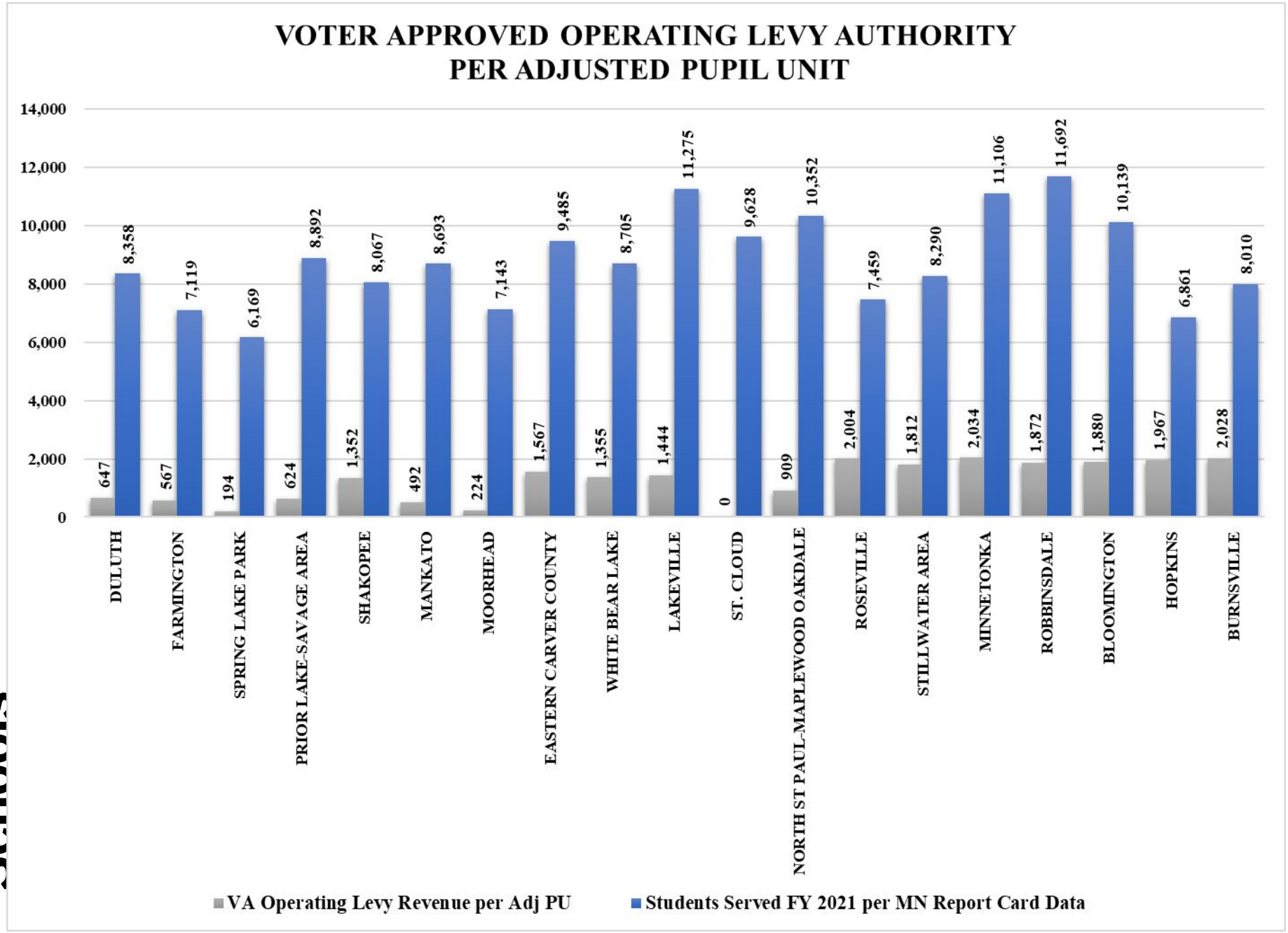
Phase Out Report With 2021 Elections

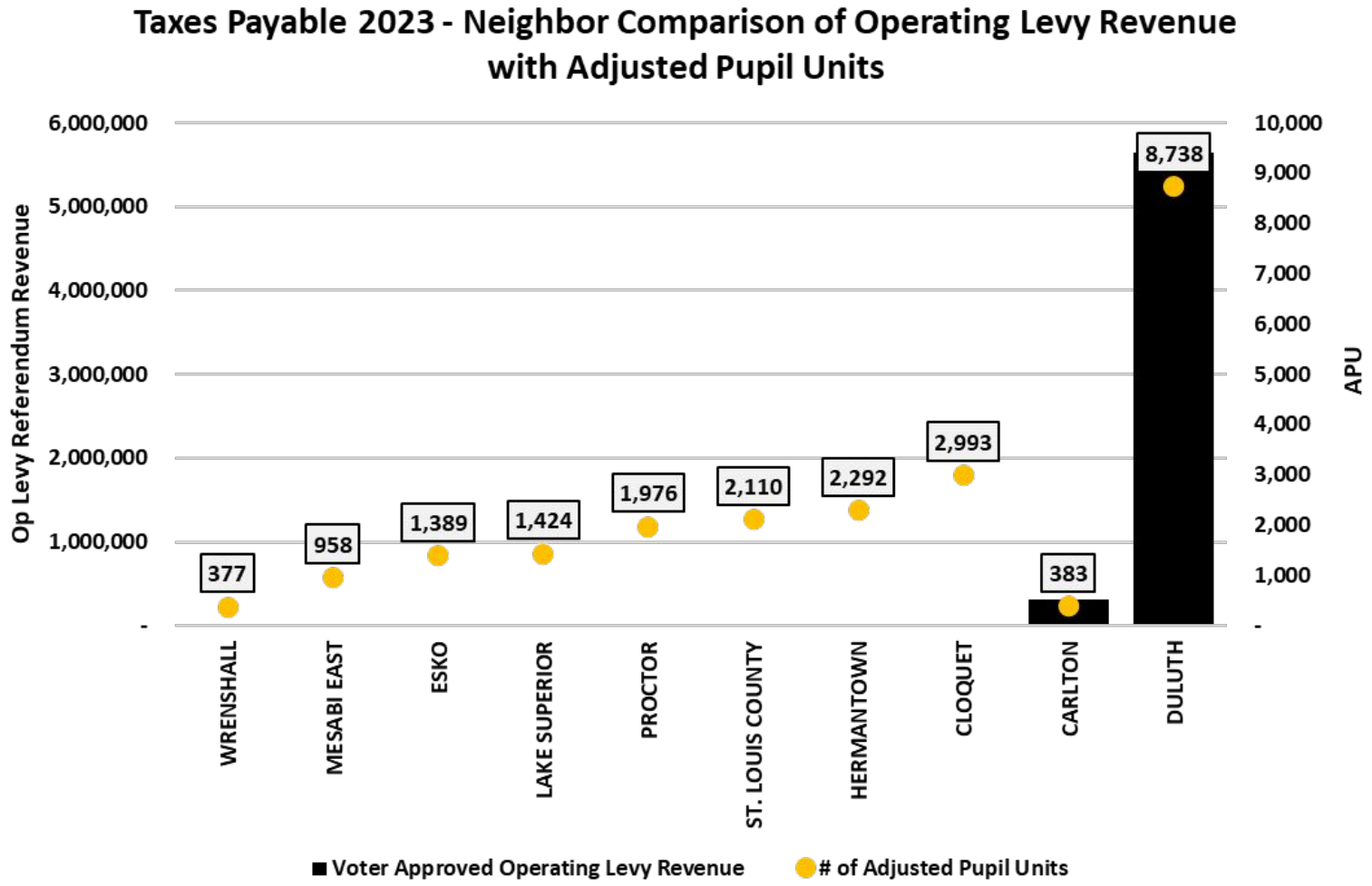
Authority After 2021 Elections (see detail below)	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	-
Elections Before 2019	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
(1) Authority without CPI	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	-

REFERENDUM PHASEOUT REPORT

- For taxes payable 2023, this $646.78/APU of operating levy authority generated $5,651,777.08 in revenue
- Last year of collection for current operating levy authority is taxes payable 2028/ FY 2029
- Next available referendum date: November 7, 2023, for regular ballot
- Commencing revenue in taxes payable 2024 requires revoke / replace ballot language which will have disclaimer as follows: “BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE. PASSAGE OF THIS REFERENDUM WILL RESULT IN AN INCREASE IN YOUR PROPERTY TAXES.”

MN School Districts with Similar Enrollment as Duluth Public Schools





NEIGHBOR COMPARISON – TOTAL VOTER – APPROVED OPERATING REVENUE AND APU

NEW $100/APU NET REVENUE AND TAX IMPACT

Enter Residential Homestead Market Value	**200,000**
PLEASE NOTE ALL TAX IMPACT CALCULATIONS WILL UTILIZE THIS FIGURE	
BALLOT QUESTION #1 - EXAMPLE	
Enter New Request Portion for Operating Levy Referendum	**115.00**
ONLY portion of NEW Operating Referendum Revenue	1,004,907.95
Loss of Equity Revenue	-
How much NET NEW revenue will the request bring?	1,004,907.95
Estimated District State Aid Percentages shown below	
First Tier Aid % *(first $460 per Adj PU)*	0.000%
Second Tier Aid % *(next $000 per Adj PU)*	0.000%
Does this NEW Request Maximize the State's Aid Participation?	**YES**

As a brief example, what will the required Notice to Taxpayers look like?

	Effective Taxes Payable 2024	
RMV Rate:	0.010063%	
Property Value	**New Authority**	
	Annual Impact	**Monthly Impact**
75,000	7.55	0.63
100,000	10.06	0.84
125,000	12.58	1.05
150,000	15.09	1.26
175,000	17.61	1.47
200,000	20.13	1.68
210,000	21.13	1.76
235,000	23.65	1.97
260,000	26.16	2.18
300,000	30.19	2.52
400,000	40.25	3.35

CAPITAL PROJECTS REFERENDUM LEVY - WHAT IS IT?

Voter-Approved Levy May be used to provide dollars for eligible costs on an annual basis pursuant to M.S. 126C.10 subd. 14

Maximum duration of a capital projects referendum request is 10 levy years

Levy spread on the net tax capacity base of the district

Voters approve a **tax rate** and subsequent tax collections are generated on the approved tax rate (not on a dollar approved basis)

Review and Comment submittal to MDE is not required for a Capital projects Levy Referendum if the dollars are being used solely to fund technology and the District submits a school board resolution stating that funds approved by the voters will be used only as authorized in section 126C.10, subdivision 14.

CAPITAL PROJECTS LEVY REFERENDUM ELIGIBLE USES

Eligible Uses for the Capital Projects Levy

MS 126C.10 Subd. 14. Uses of total operating capital revenue. Total operating capital revenue may be used only for the following purposes:

(1) to acquire land for school purposes;
(2) to acquire or construct buildings for school purposes;
(3) to rent or lease buildings, including the costs of building repair or improvement that are part of a lease agreement;
(4) to improve and repair school sites and buildings, and equip or reequip school buildings with permanent attached fixtures, including library media centers;
(5) for a surplus school building that is used substantially for a public non-school purpose;
(6) to eliminate barriers or increase access to school buildings by individuals with a disability;
(7) to bring school buildings into compliance with the State Fire Code adopted according to chapter 299F;
(8) to remove asbestos from school buildings, encapsulate asbestos, or make asbestos-related repairs;
(9) to clean up and dispose of polychlorinated biphenyls found in school buildings;
(10) to clean up, remove, dispose of, and make repairs related to storing heating fuel or transportation fuels such as alcohol, gasoline, fuel oil, and special fuel, as defined in section 296A.01;
(11) for energy audits for school buildings and to modify buildings if the audit indicates the cost of the modification can be recovered within ten years;

CAPITAL PROJECTS LEVY REFERENDUM ELIGIBLE USES (CONTINUED)

Items highlighted in yellow are the most common uses of the capital projects levy across the State

(12) to improve buildings that are leased according to section 123B.51, subdivision 4;
(13) to pay special assessments levied against school property but not to pay assessments for service charges;
(14) to pay principal and interest on state loans for energy conservation according to section 216C.37 or loans made under the Douglas J. Johnson Economic Protection Trust Fund Act according to sections 298.292 to 298.298;
(15) to purchase or lease interactive telecommunications equipment;
(16) by board resolution, to transfer money into the debt redemption fund to:
(i) pay the amounts needed to meet, when due, principal and interest payments on certain obligations issued according to chapter 475; or
(ii) pay principal and interest on debt service loans or capital loans according to section 126C.70;
(17) to pay operating capital-related assessments of any entity formed under a cooperative agreement between two or more districts;
(18) to purchase or lease computers and related hardware, software, and annual licensing fees, copying machines, telecommunications equipment, and other noninstructional equipment;
(19) to purchase or lease assistive technology or equipment for instructional programs;
(20) to purchase textbooks as defined in section 123B.41, subdivision 2;
(21) to purchase new and replacement library media resources or technology;
(22) to lease or purchase vehicles;
(23) to purchase or lease telecommunications equipment, computers, and related equipment for integrated information management systems for:
(i) managing and reporting learner outcome information for all students under a results-oriented graduation rule;
(ii) managing student assessment, services, and achievement information required for students with individualized education programs; and
(iii) other classroom information management needs;
(24) to pay personnel costs directly related to the acquisition, operation, and maintenance of telecommunications systems, computers, related equipment, and network and applications software; and
(25) to pay the costs directly associated with closing a school facility, including moving and storage costs.

CAPITAL PROJECTS LEVY INTERACTIVE MODEL– ANNUAL TAX IMPACT

	Estimated Market Value	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024	CAP. PROJ. LEVY Add New Capital Projects Levy - Pay 2024
		1,000,000.00	4,000,000.00	5,000,000.00	6,000,000.00	7,000,000.00
		Add New Capital Projects Levy Impact	Add New Capital Projects Levy Impact	Add New Capital Projects Levy Impact	Add New Capital Projects Levy Impact	Add New Capital Projects Levy Impact
Homestead Residential Property	150,000	11.16	44.66	55.82	66.99	78.15
	200,000	15.98	63.93	79.91	95.89	111.88
	300,000	25.62	102.47	128.09	153.71	179.32
Commercial / Industrial	150,000	19.89	79.56	99.45	119.34	139.23
	200,000	28.73	114.92	143.65	172.37	201.10
	300,000	46.41	185.63	232.04	278.45	324.86
Apartments	150,000	16.57	66.30	82.87	99.45	116.02
	200,000	22.10	88.40	110.50	132.60	154.70
	300,000	33.15	132.60	165.75	198.89	232.04
Ag Dwelling Value of HSTD (house, garage and 1 acre)	150,000	11.16	44.66	55.82	66.99	78.15
	200,000	15.98	63.93	79.91	95.89	111.88
	300,000	25.62	102.47	128.09	153.71	179.32
Ag Dwelling Value of HSTD (house, garage and 1 acre)	3,000	0.13	0.53	0.66	0.80	0.93
	4,000	0.18	0.71	0.88	1.06	1.24
	5,000	0.22	0.88	1.10	1.33	1.55
Ag Dwelling Value of HSTD (house, garage and 1 acre)	3,000	0.27	1.06	1.33	1.59	1.86
	4,000	0.35	1.41	1.77	2.12	2.48
	5,000	0.44	1.77	2.21	2.65	3.09

TAXABLE TECHNOLOGY BOND

- Use a voter – approved general obligation bond consisting of tax – exempt and taxable components to fund technology needs into the foreseeable future while structuring payments around existing debt expiration to mitigate additional tax impact to constituents

DISTRICT NEEDS, WANTS, AND IDEAS

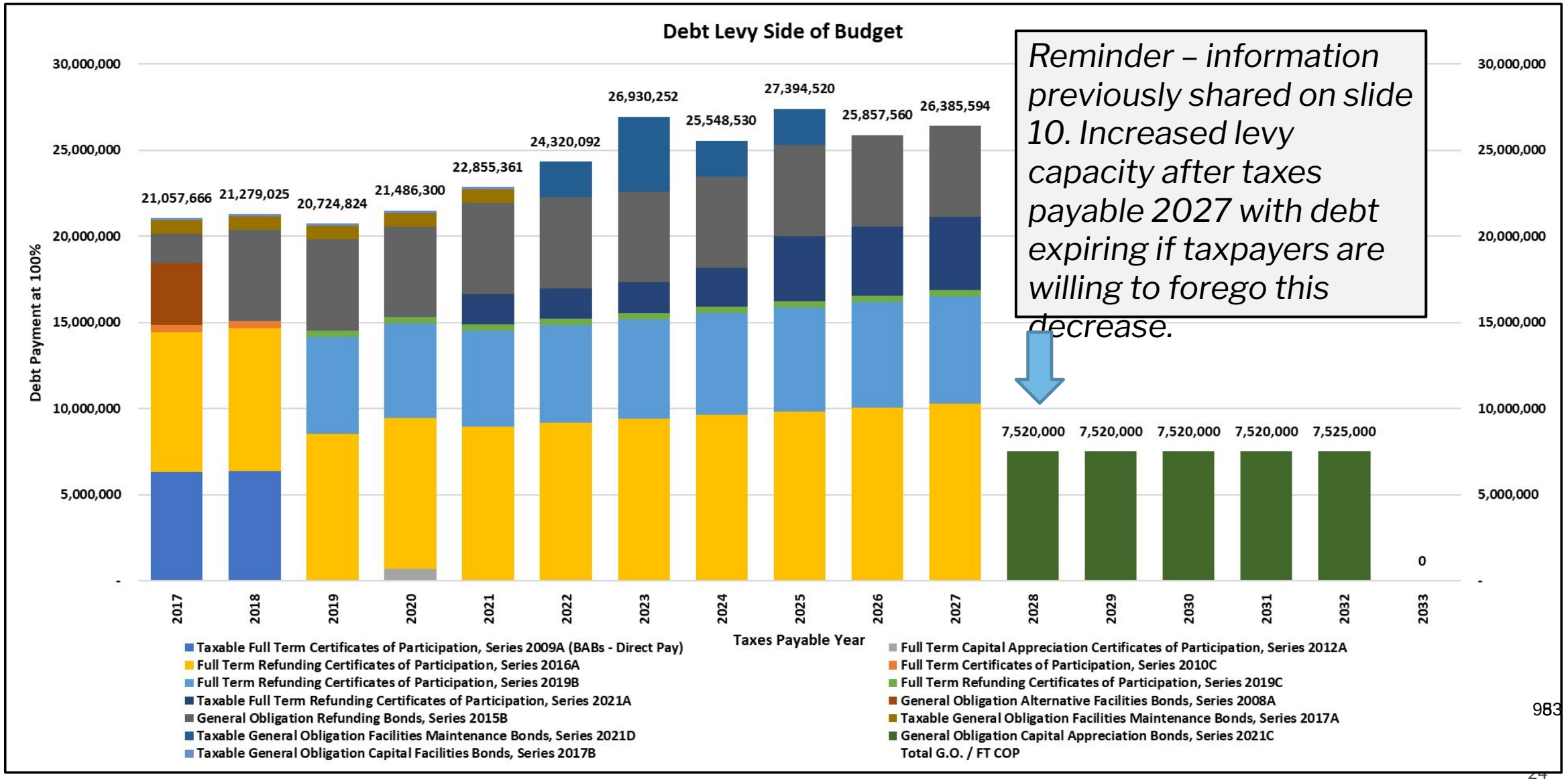
Personnel

- Previously funded with ESSER dollars – new funding source needed after FY 2024 to retain personnel integral to delivering necessary services
- Class size restructuring
  - District may explore adding new teaching positions
    - For assumption purposes: Total cost per teacher inclusive of salary & benefits: $125,000
    - Will need to raise an additional $5 million if 40 new positions were added (40 X $125,000)
- Contractual Examination and Restructuring Alternatives
  - Explore ability to offer early retirement/retirement options/incentives
    - Assumption: For each personal development day, the estimated cost is $600,000

Technology

- $2 million annually needed to maintain current replacement cycles
- Previously funded 1:1 initiative with ESSER and need to provide funding to maintain
- Explore use of operating capital account (where recent sale proceeds of 2 school buildings were placed) to begin tech funding and phase in recurring funding source to coincide with other future levy reductions

ISD 709 – HISTORY OF DEBT IMPACTING THE LEVY



Reminder – information previously shared on slide 10. Increased levy capacity after taxes payable 2027 with debt expiring if taxpayers are willing to forego this decrease.

PLAN DEVELOPMENT/COMMUNICATING WITHIN OUR ORGANIZATION FIRST

KEY OPERATING LEVY ELECTION DATES – 2023 AND 2024

LAST DAY TO ADOPT RESOLUTION CALLING FOR AN ELECTION	**Friday, August 25, 2023**	**Friday, August 23, 2024**
ELECTION INFORMATION	**Special Election - Regular Ballot**	**Special Election - Regular Ballot**
WHO PAYS FOR ELECTION	**District Only**	**District Pays Proportional Share**
MAIL BALLOTS FORWARDED IF APPLICABLE / FIRST DAY TO VOTE ABSENTEE	**Friday, September 22, 2023**	**Friday, September 20, 2024**
ELECTION DAY	**Tuesday, November 7, 2023**	**Tuesday, November 5, 2024**

Based on District's financial status (not in SOD), the District can only ask for a voter approved operating referendum from voters once a calendar year. If the voter approved request is not held on the November general election date, it must be by mail ballot.

Pros of a 2023 Election:

- Statistically better passage rate in odd years
- Avoid November 2024 General Election

BAIRD'S SERVICE PACKAGE
OPERATING LEVY REFERENDUM ASSISTANCE

Provide a history of District operating revenue and operating election results

Prepare an interactive document for District use to help determine revenue generated by such options as Straight Renewal or Renewal plus new amount

Baird coordinates with legal counsel to provide resolution calling for election at future School Board meeting

Base Package cost of $1,000 which includes two on-site meetings with District

- Baird provides website tax calculator for every specific parcel $1,000
- Election notice printing and mailing - $1,000 plus the costs incurred by Baird from the County, Print Shop and Mailing Service
- Informational Post Card printing and mailing - $1,000 plus the costs incurred by Baird from the County, Print Shop and Mailing Service
- Additional meetings beyond the two meetings included in base package will be

FURTHER THOUGHTS/QUESTIONS REGARDING OPERATING REFERENDUM?

Duluth Public Schools – 2023 Legislative Priorities

Duluth Public Schools 2023 Legislative Priorities will help our local legislators as they determine the two -year operating budgets for every school district in the state. We believe that critical choices must be made to stabilize and increase public education funding.

In 2023, Duluth Public Schools is prioritizing supporting the following legislative initiatives…

Increased State Aid for Public Education: Support an additional annual increase in the education formula by at least 5% and indexed for inflation. Increased state aid would allow the Duluth Public Schools to invest in:

- Staffing to provide much needed literacy and math interventionists and improved student to teacher ratios
- Revitalizing significantly outdated technology and curriculum resources
- Additional mental and emotional health supports and services for students
- Enhancing safety and behavioral supports
- Improved family and community engagement

Special Education: Support the state fully funding the special education cross subsidy for our schools.

Special Education Funding for Duluth: Support Duluth Public School's special legislation to recapture one-time special education correction funding of $2 million dollars.

Construction Sales Tax Exemption: Support legislation exemption Duluth Public Schools from paying sales tax on construction material related to the new District Services Building and Transportation Center.

MTSS Framework: Support funding for MTSS framework support from MDE (the pipeline) and grants to support district resources to continue to implement.

CTE Support: Support a one-time investment in Career and Technical Education, allowing funds to be used for equipment, supply, and technology to support the CTE mission.

School Safety: Support a one-time $500 allocation per pupil for school safety and support allowing local authority for schools to increase safe school levy revenue to address safety concerns.

LTFM Flexibility: Support an increase in the Long-Term Facility Maintenance (LTFM) and expand allowable uses of LTFM funds. Remove the per pupil limit and broaden eligible uses.

Operating Levies: Allow school board renewal of existing and future operating levies.

Solar & EV: Support adding additional funding to the Solar for Schools Grant Program and increase the grant opportunity to 100% of installation costs for a 40-megawatt array and help schools with federal matching dollars for EV charging stations at school properties.

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 6, 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**
   A. Policy 408 - Subpoena of a School District Employee 2
   B. Policy 410 - Family and Medical Leave Policy to replace Policy 4111 4
3. **POLICIES FOR SECOND READING**
   A. Policy 722 Public Data and Data Subject Requests 16
   B. Policy 534 School Meals Policy 39
4. **REGULATIONS - Informational - None**
5. **OTHER**

Adopted:_____ *MSBA/MASA Model Policy 408*
Orig. 1995
Revised:_____ *Rev. 2022*

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives

the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.

B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.

D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 410
Orig. 1995
Rev. 2022

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that

would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of

the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

   a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

   b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

      (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

      (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

      (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

      (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district

does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of

coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

    The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three

weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

4111 FAMILY AND MEDICAL LEAVE ACT POLICY

The Family and Medical Leave Act of 1993 (FMLA) provides for up to 12 weeks of job-protected leave to eligible employees for certain family and medical reasons. The purpose of this policy is to provide guidelines for implementation of the FMLA. Terms used in this policy are intended to have the meaning set forth in the FMLA and accompanying U.S. Department of Labor regulations. Any aspect of FMLA leave not specifically addressed in this policy shall be handled in accordance with the FMLA and accompanying U.S. Department of Labor regulations and applicable policies of the Employer.

An employee must meet the following requirements to be eligible for FMLA leave:

1. The employee must have worked for the Employer for at least 12 months; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.

FMLA leave may be requested for the following reasons:

1. For the birth of a child, and to care for the newborn child;
2. For the placement with the employee of a child for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

Eligibility for FMLA leave for birth or placement of a child expires 12 months after the birth or placement of the child. Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, commence prior to actual birth or placement.

An eligible employee may qualify for up to 12 weeks of FMLA leave in any 12 month period. From the 12 week maximum, any FMLA leave which the employee has taken during the 12 months preceding commencement of the requested leave will be subtracted to determine the maximum leave for which the employee may be eligible presently.

In accordance with the FMLA, the Employer may require that an instructional employee's FMLA leave continue until the end of the academic semester under circumstances where the employee would otherwise be returning from leave near the end of the academic semester.

When FMLA leave is taken to care for a spouse, son or daughter, or parent, with a serious health condition, or for an employee's own serious health condition, leave may be taken intermittently or on a reduced schedule if shown to be "medically necessary". Where leave is taken for the birth or placement of a child for adoption or foster care, leave may be taken on an intermittent or reduced leave schedule only if the Employer agrees.

If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the

leave would extend, the employer may require the employee to choose either to:

1. Take leave for a period or periods of a fixed duration, not greater than the duration of the planned treatment; or
2. Transfer temporarily to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

"Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include an uninterrupted period of leave.

Unpaid Leave

Generally FMLA leave is unpaid. However, an employee shall substitute accumulated paid sick leave for a portion of the FMLA leave in any situation where the employee would normally be allowed to use sick leave. An employee shall also substitute accumulated personal leave for a portion of the FMLA leave.
Minnesota law allows for unpaid parental leave and for use of paid sick leave to care for dependent family members under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which an employee is eligible.

Authorization

An eligible employee must ordinarily provide the Employer with 30 days advance notice when the FMLA leave is foreseeable. If 30 days advance notice is not possible, the employee will be required to give the Employer notice as soon as practical which shall normally be within two business days after the employee learns of the need for the leave. The Employer reserves the right to deny a leave request absent timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the Employer's operations.
An employee requesting leave shall provide to the Employer, in writing, the proposed date the leave is to commence, the approximate duration of the leave, and the qualifying reason (s) for the leave. The Employer will normally require medical certification to support a FMLA leave request either to care for an employee's seriously ill family member or because of the employee's serious health condition. The medical certification shall be provided to the Employer as soon as possible, and not more than 15 days later. The Employer reserves the right to require a second medical opinion at the Employer's expense, as allowed by the FMLA.

The Employer reserves the right to require the employee to provide recertification of the need for the leave every 30 days. Recertification may also be required sooner than every 30 days if (1) the employee requests an extension of the leave; (2) there are changed circumstances regarding the nature of the medical condition; (3) the Employer receives information casting doubt on the continued validity of the most recent certification. The Employer may request a medical fitness-for-duty report upon the employee's return to work.

Benefit Continuation

During an approved FMLA leave, the employee and dependent health and dental insurance coverage (if any) shall be maintained on the same basis as coverage would have been provided if employee had been continuously employed during the entire leave period. Employees who receive partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If an employee fails to make their premium payment, the employee will lose coverage and will not be covered for any claims which may have occurred while on FMLA leave. However, an employee may voluntarily choose not to pay the premium and thus not retain these coverages. The coverages will be reinstated upon the employee's return to work.

An employee on FMLA leave may also continue other insurance coverages which the employee had in effect through the Employer prior to going on FMLA leave. The employee will be required to pay the full cost of the premium.

The Employer's obligation to maintain health and dental insurance benefits ceases if and when the employee informs the Employer of the employee's intent not to return from leave; if the employee fails to return from leave, thereby terminating employment; or if the employee exhausts the employee's FMLA leave entitlement. In some of these situations, employees may be entitled by law to continue their health care coverage at their own expense.

Return to Work

An employee returning from FMLA leave of longer than one month must notify the Employer at least two weeks prior to return from leave.
An employee returning from FMLA leave shall be entitled to be restored to the same position and shift that the employee held when the FMLA leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment. Benefits of employment and seniority will be resumed at the same level and in the same manner as were provided at the time the leave began. Any increases in pay or changes in benefits that are not dependent upon seniority or accrual during the leave period also must be made effective upon the employee's return to work. However, an employee on FMLA leave shall not be entitled to benefit or seniority accrual during the leave except as may be required by the employee's collective bargaining agreement.

Failure to Return to Work

If an employee on FMLA leave decides not to return to work, the employee shall notify the Employer as soon as it is foreseeable that the employee will not be returning to work.

If an employee does not return to work for reasons beyond the employee's control or because the employee has a serious health condition which prevents the employee from returning to work, then the employee will not be required to repay health insurance

premiums paid by the Employer during the FMLA leave. If the employee does not return to work for any other reason, then the employee will be required to repay the Employer for those premiums.

An employee who chooses not to return to work or is unable to return to work shall be considered to have voluntarily resigned.

Adopted: 01-23-1996 ISD 709

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

[Note: the district should identify the payment methods that it will accept.]

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

   a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

   b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

   The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

   The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Data Practices Compliance Official:
Executive Director of Business Services and Finance
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Data Practices Designee(s):
Business Services Coordinator
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
data.request@isd709.org

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy	
Replacing:	Policy 108
First Reading:	09-18-2018
Adopted:	10-16-2018
Reviewed:	10-15-2019
Reviewed:	07-21-2020
First Reading:	11-15-2022

Duluth Public Schools
INDEPENDENT SCHOOL DISTRICT NO. 709
PUBLIC DATA REQUEST FORM

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	**PHONE NUMBER:***
ADDRESS:*	**EMAIL ADDRESS:***
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED: **INSPECTION ONLY**_____ **COPIES ONLY****_____ **BOTH INSPECTION AND COPIES**_____** **Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

Written requests for data can be returned several ways:

Email: data.request@isd709.org
Fax: 218-336-8773
Mail: ISD 709 – Attn: Business Services
4316 Rice Lake Rd, Ste 108
Duluth, MN 55811
In Person: See mail address above

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	**REQUEST RECEIVED BY:**
DATE OF RESPONSE:	**RESPONSE PROVIDED BY:**

* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 722
Orig. 2017
Rev. 2022

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

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B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

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"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to

Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. ~~A requestor is not required to explain the reason for the data request.~~

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash or by check in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
Data.Request@isd709.org

Data Practices Compliance Official:
Executive Director of Business Services and Finance
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
Data.Request@isd709.org

Data Practices Designee(s):
Business Services Coordinator
4316 Rice Lake Rd., Suite 108
Duluth, MN 55811
Data.Request@isd709.org

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

722 PUBLIC DATA REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Government Data

"Government data" means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

B. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

C. Public Data

"Public data" means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

D. Responsible Authority

"Responsible authority" means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

E. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is

ascertainable.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority. A member of the public may use the Data Request Form (which appears at the end of this policy), or submit a written request which much include the following information:

- Date the request is made;
- A clear description of the data requested, including date spans if applicable;
- Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
- Method to contact the requestor (such as phone number, address, or email address).

1. A requestor is not required to explain the reason for the data request.

2. The identity of the requestor is public, if provided, but cannot be required by the government entity.

3. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

4. Written requests for data can be returned several ways:

Email: data.request@isd709.org
Fax: 218-336-8773
Mail: ISD 709 – Attn: Business Services
215 N 1st Ave E, Room 215
Duluth, MN 55802
In Person: see mail address above

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the

determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email

address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

    a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

    b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

Data Practices Contacts

Responsible Authority:
Superintendent
215 North First Avenue East, Room 213
Duluth, MN 55802
Data.Request@isd709.org

Data Practices Compliance Official:
Chief Financial Officer
215 North First Avenue East, Room 215
Duluth, MN 55802
Data.Request@isd709.org

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy
Replacing: Policy 108
First Reading: 09-18-2018
Adopted: 10-16-2018
Reviewed: 10-15-2019
Reviewed: 07-21-2020

DULUTH PUBLIC SCHOOLS - DATA REQUEST FORM

Date of Request: _____

Description of requested data (please be specific, include date spans):

_____

_____

_____

_____

_____

_____

Requested method to access data:

Inspection Only: ____ Copies Only:* ____ Both Inspection and Copies:* ____

*** Note:** There will be a cost charged to provide copies of public data

Contact Information (optional) **

Name: _____

Phone Number: _____

Email address: _____

Address: _____

**** Note:** You do not have to provide any contact information. However, if you want Duluth Public Schools to mail/email copies of data to you, some type of contact information must be provided. Duluth Public Schools would also need contact information from you if it is necessary to clarify your request. We will not work on such a request until clarified.

Duluth Public Schools will respond to your request as soon as possible.

Written requests for data can be returned several ways:

Email: data.request@isd709.org
Fax: 218-336-8773
Mail: ISD 709 – Attn: Business Services
215 N 1st Ave E, Room 215
Duluth, MN 55802
In Person: see mail address above

534 SCHOOL MEALS POLICY

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Payment for lunch is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payments
2. Check sent to the child's school or Administrative offices
3. Cash sent to the child's school or Administrative offices

B. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

C. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.

E. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.

F. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

D. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References:
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

New Policy: 534
First Reading: July 18, 2017
Adopted: August 22, 2017 ISD 709
First Reading: November 15, 2022
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 534*
Orig. 2017
*Revised:*_____ *Rev. 2021*

534 SCHOOL MEALS POLICY

[Note: In 2021, the Minnesota legislature amended Minnesota Statutes section 124D.111, that now states that Minnesota school districts that participate in the national school lunch program must adopt a school meals policy].

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Payment for lunch is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payments
2. Check sent to the child's school or Administrative offices
3. Cash sent to the child's school or Administrative offices

B. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

C. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.

E. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.

F. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

~~F. The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal ($*[insert amount]*) will be charged to the student's account or otherwise charged to the student.~~

~~G. When a student has a negative account balance, the student will not be allowed to charge a snack item.~~

G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

~~B. Families will be notified of an outstanding negative balance once the negative balance reaches $*[insert amount]* or *[insert number of meals]*. Families will be notified by *[insert the method used to notify families (e.g., automated calling system, email, letters sent home)]*.~~

C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

~~C. Negative balances of more than $*[insert amount]*, not paid prior to *[enter time period (e.g., end of the month, end of the semester, end of the school year)]*, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.~~

D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will

not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References: Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

New Policy: 534
First Reading: July 18, 2017
Adopted: August 22, 2017 ISD 709
First Reading:

534 UNPAID MEAL CHARGES

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Payment for lunch is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payment
2. Check
3. Cash

When a student lunch balance reaches zero or becomes negative: All students, elementary, middle and high school will be allowed to charge lunch meals regardless of a zero or negative balance but not allowed to make a la carte purchases

B. If the school district receives school lunch aid under Minn. Stat. § 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

C. In the instance of a student who has an outstanding meal charge debt, the student will be allowed to pay for a full price meal without applying the student's money toward the meal debt balance.

E. When a student has a negative account balance, the student will not be allowed to charge a la carte items.

D. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless verbal or written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balance are low.

B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. Consistent with the treatment of other debts owed to the district, negative balances of $50.00 or more, incurred by families and not paid prior to end of the school year, will be subject to handling by a collection agency. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law. Student lunch debt of $49.99 or less is transferred with the student to the next school year by the Child Nutrition Department. Positive lunch balances/monies in the student's account advance with the student as well. Parents' may request a refund of a positive lunch balance/monies.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

Legal References: Minn. Stat. § 124D.111, Subd. 4
42 U.S.C. § 1751 et seq. (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 et seq. (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

New Policy: 534
First Reading: July 18, 2017
Adopted: August 22, 2017 ISD 709

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

1. **Guest Presentations for this Meeting - Safe Routes to School - City of Duluth Grant Application - Attachment Pending**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
     - 2) Recommendation to Recognize Two New District Holidays - MLK Day and Juneteenth - PLACEHOLDER 5
   - B. **Business Services**
     - 1) Finance Department Report - Verbal
     - 2) Enrollment Report 6
     - 3) Child Nutrition Department Report 8
     - 4) Facilities Department Report 9
     - 5) Technology Department Report 10
     - 6) Transportation Department Report 11
3. **Recommended Resolutions**
   - A. B-12-22-3925 - Certified Tax Levy 2022 Payable 2023 - ***example attached (final pending)*** 12
   - B. B-12-22-3926 - Resolution Reestablishing Precincts and Polling Places for the Duluth Public School District in 2023 45
   - C. B-12-22-3927 - Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the Intersection of E. Superior St. and Congdon Park Dr. in the City of Duluth 47
   - D. B-12-22-3928 - Authorized Bank Account Signer 48
   - E. B-12-22-3929 - Acceptance of Donations to Duluth Public Schools 50
   - F. B-12-22-3930 - Acceptance of Grant Awards to Duluth Public Schools 52
4. **Consent Agenda**
   - A. HR Staffing Report 53
     - 1) Job Description for MARSS Coordinator/EDFI Analyst 54
   - B. Finances
     - 1) Financial Report 58
     - 2) Fiscal Year 22 Audit (in substantial form) Attachment Pending
     - 3) Fundraisers 59
   - C. Bids, RFPs, and Quotes

1) Bid #1307 Data Center Colocations Services - PLACEHOLDER 60
D. Contracts, Change Orders and Leases
1) Change Order - St. Germain's CO#2-2022 Congdon Window Project 62
5. **Miscellaneous Informational Items (no action required)**
A. District Properties Update 66
B. Expenditure Contracts 71
C. No Cost Contracts 226
D. Revenue Contracts 234
E. Grant Applications 252
F. Change Orders Signed - None

Human Resources Report Summary
December 2022 Activities

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

	Certified	**Non-Certified**
# New Hires	9	11
# Retirements	1	1
# Resignations	0	4
# Leave of Absences	0	5

HR Department Updates:

The HR Department is currently posting to fill the Human Resources Manager position, a Human Resources Assistant-Front Desk position and the Human Resources Assistant-Benefits position. Kinsey Klasnich, our previous Human Resources Assistant-Benefits, has agreed to assume the responsibilities of the Benefits Coordinator on a temporary basis while we assess the departmental needs.

Staff will be working in late December on process mapping related to leaves of absences, payroll processing, and Skyward reporting in order to find additional system improvements and efficiencies.

EEO-5 reporting was finalized and certified on November 22, 2022, with significant efforts from Miranda Fox, our HRIS Specialist and Nate Kinsey, Database Specialist.

Benefits Updates:

Another retirement information session was held on November 28, with 22 employees attending across several bargaining units. There is a session scheduled for December 16, 2022 and two sessions planned for January. Open enrollment processing has been completed for all employees and retirees for Dental, Vision, Flex Spending and LTD.

Currently, staff are working to complete over 35 retirement benefit estimates that have been requested. Those estimates will be sent to employees by January 1, 2023.

Hiring Updates:

Current Openings as of December 8, 2022

Licensed:

Teachers, Adult Basic Education (1)
Teachers, District Wide (4)
Teachers, Elementary (1)
Teachers, High School (2)
Teachers, Middle School (2)
Teachers, Special Education (3)

Non-Licensed:

Activities/Athletics (1)
Administrative/Management (2)
Child Nutrition (15)
Human Resources (3)
Maintenance/Transportation (7)
School Custodian
Auto Mechanic (2)
Second Shift Engineer (1)
School Bus Driver (3)
Playground/Cafeteria Monitor (9)

Paraprofessionals (24)
American Indian Home School Liaison (1)
Instructional Paraprofessional (1)
Licensed Sign Language Interpreter (2)
Mental Health Practitioner (2)
Paraprofessional, ECFE (1)
Special Education Building Wide Paraprofessional (2)
Special Education Program Paraprofessional (5)
Special Education Student Specific Setting III Paraprofessional (6)
Supervisory Paraprofessional (4)

Contract Negotiations:

An alternate proposal was presented to the Fireman and Oilers bargaining unit based on extensive conversations with the union leadership. The bargaining unit has scheduled a vote on December 17, 2022.

MEMORANDUM

TO: Duluth School Board

FROM: Theresa Severance, Executive Director, Human Resources and Operations

DATE: December 8, 2022

RE: Martin Luther King Jr day and Juneteenth Holidays

Equity for students, families and staff is a key priority for Duluth Public Schools. As part of our efforts to ensure that our practices align with our beliefs, we are modifying our calendar to recognize Martin Luther King Jr day and Juneteenth as employee holidays.

Martin Luther King Jr. Day is a federal holiday in the United States marking the birthday of Martin Luther King Jr. It is observed on the third Monday of January each year.

Juneteenth is a federal holiday in the United States commemorating the emancipation of enslaved African Americans. It is celebrated on June 19 of each year.

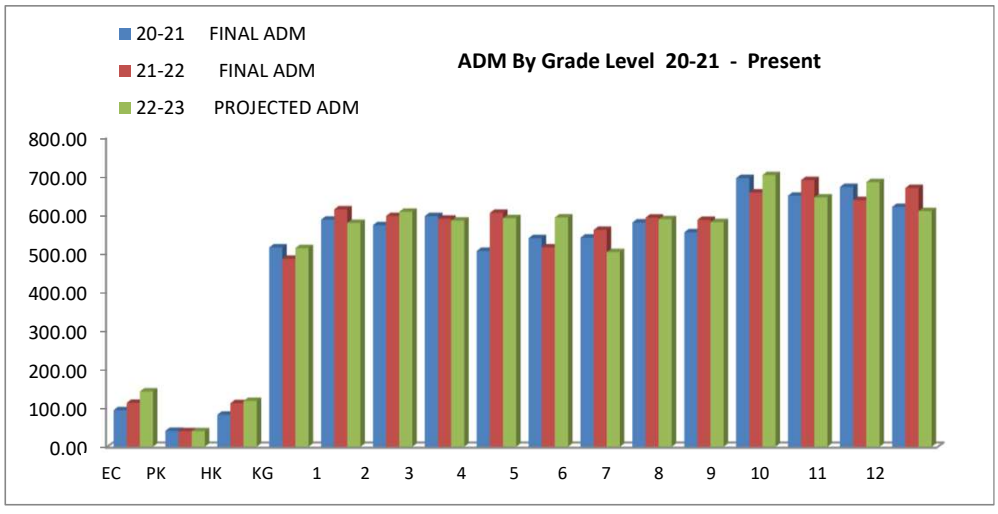
We will work with respective bargaining units to approve a memorandum of understanding with the intent to start the recognition of these days as employee holidays in 2023.

We will continue to examine our practices of holiday recognition through our District calendar committee.

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	485	386	300	144.09	102.00	3.37	0.37
PK	63	53	59	40.61	42.65	1.55	0.77
HK	131	116	113	119.43	90.00	1.09	1.03
KG	549	502	520	515.12	522.00	1.08	1.01
1	706	625	584	579.94	605.00	1.22	0.92
2	725	648	613	608.74	602.00	1.20	0.94
3	681	628	590	585.90	586.00	1.17	0.93
4	703	646	605	592.15	585.00	1.19	0.92
5	675	637	607	594.10	604.00	1.13	0.93
6	628	563	515.75	504.79	509.00	1.24	0.90
7	733	640	603.15	589.62	559.00	1.24	0.92
8	742	646	595.3	581.95	585.00	1.27	0.90
9	1080	788	737.05	703.15	648.00	1.52	0.90
10	1256	765	676.63	645.51	650.00	1.92	0.85
11	1407	835	718.15	685.12	680.00	2.03	0.83
12	1482	906	639.85	610.42	625.00	2.40	0.68
PS	245	166					
Total:	12046	9384	8476.88	8100.62	7994.65	1.48	0.87
			+proj-budg>	105.97	<<42 of this is ECSE		

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 Oct 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 Oct 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	205	144.09
PK	68	41.58	70	40.57	-29.43	51	40.61
HK	77	83.52	101	113.54	12.54	114	119.43
KG	520	516.69	502	487.64	-14.36	524	515.12
1	596	588.40	616	614.82	-1.18	589	579.94
2	582	574.16	593	597.78	4.78	610	608.74
3	617	597.62	603	590.84	-12.16	593	585.90
4	523	507.84	621	605.84	-15.16	598	592.15
5	558	540.73	527	516.78	-10.22	600	594.10
6	576	542.05	577	561.90	-15.10	517	504.79
7	586	581.07	604	593.59	-10.41	599	589.62
8	576	555.74	601	587.95	-13.05	599	581.95
9	723	695.44	687	658.15	-28.85	733	703.15
10	680	650.09	717	690.45	-26.55	700	645.51
11	734	672.61	680	638.94	-41.06	753	685.12
12	756	621.11	832	669.75	-162.25	789	610.42
Total:	8358	7864.10	8487	8083.11	-403.89	8574	8100.62



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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	485	386	300	144.09	102.00	3.37	0.37
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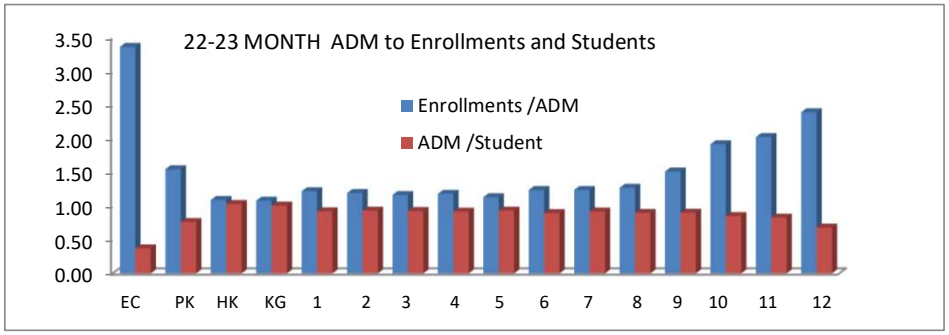
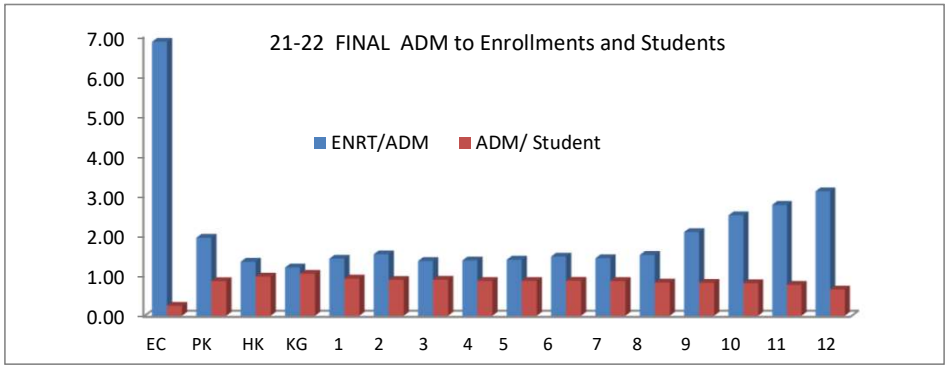
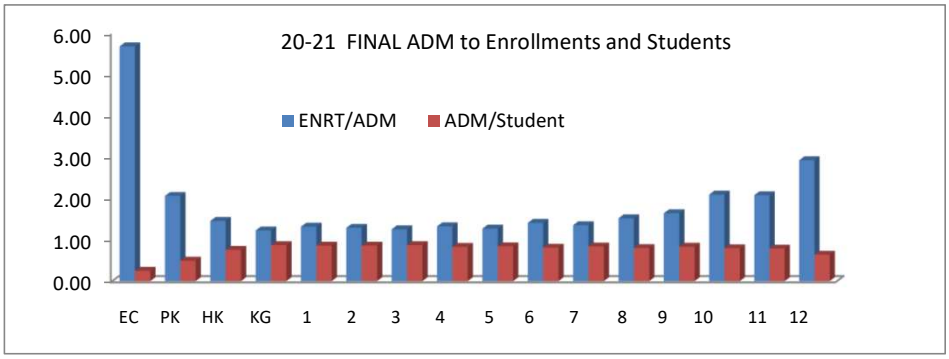






Child Nutrition Report
November 2022

	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Monthly	Monthly	Average Daily	Average Daily
Week of:	11/1/2022	11/1/2022	11/7/2022	11/7/2022	11/14/2022	11/14/2022	11/21/2022	11/21/2022	11/28/2022	28-Nov	B	L	Breakfast	Lunch
Congdon	177	1168	204	1059	243	1445	132	697	151	791	907	5160	48	272
Denfeld	803	2026	792	1997	1016	2345	592	1454	557	1463	3760	9285	198	489
Harbor City											0	1273	0	67
East High	900	1809	988	1758	1183	2176	683	1172	741	1254	4495	8169	237	430
Homecroft	533	1094	596	1024	660	1251	394	781	399	760	2582	4910	136	258
Lakewood	249	579	269	542	342	682	145	386	164	410	1169	2599	62	137
Lester Park	734	1463	705	1334	800	1661	485	979	506	1072	3230	6509	170	343
Lincoln park	494	1319	591	1326	698	1644	419	910	442	1016	2644	6215	139	327
Lowell	1024	1641	1079	1606	1381	2015	741	1045	1060	1181	5285	7488	278	394
Laura Macart	786	891	778	891	884	1019	579	692	585	674	3612	4167	190	219
Myers-Wilkins	836	1097	848	1083	944	1238	518	708	614	794	3760	4920	198	259
Ordean/East	575	2342	618	2358	729	2934	475	1625	454	1676	2851	10935	150	576
Piedmont	1138	1336	1171	1334	1440	1612	803	931	796	971	5348	6184	281	325
Rockridge	65	92	68	86	93	117	56	73	57	71	339	439	18	23
Stowe	669	652	668	622	817	819	492	502	480	487	3126	3082	165	162
ALC	34	94	45	94	35	88	35	81	36	84	185	441	12	28
	4 days	4 days	4 days	4 days	5 days	5 days	3 days	3 days	3 days	3 days				
	ALC 3		ALC 3		ALC 4	alc 4			ALC 3					
	9017	17603	9420	17114	11265	21046	6549	12036	7042	12704	43293	81776	2280	4308
Denfeld Supp	Mon-thurs											0	TOTAL	
Daily average														

Supply Chain Issues

Supply chain issues are still affecting our meal services off and on. This leads to substitutions on the menus. Manufacturing companies are still short staffed, as well as transportation teams.

Health Department

The Minnesota Health Department has completed round one of their 2 per year inspections in all of our kitchens. No issues were brought forth. Good reviews at all of the schools reinforces that our program, employees, and managers are putting food safety as a top priority.

New Employee

Stacy Bergstedt started as the Food Service Field Supervisor. She replaces Betsy Sislo.

Facilities Management & Capital Project Status Report
November 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 229 work orders and are currently working on 310 open work orders.

Capital Construction

- Denfeld tower work is almost complete. The spire and finial are all that is left to fabricate and install..
- The Congdon Park window replacement project is done and a punch list was just created.
- New Denfeld SPED bathroom construction is nearing completion.
- FY24 Congdon playground construction is being designed to bid early 2023.

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is ongoing.

- **Construction Tasks "On The Hill"**
  - ➢ Final tasks are ongoing in the existing Facilities building which is close to complete.
  - ➢ Interior work is starting/ongoing at the DSC and Transportation Building.
  - ➢ CHS is being taken down at this time..

Building Operations

.

- With many vacancies, our Operations staff have been performing an excellent job of cleaning, and the buildings are looking as good as could be expected.
- There are 23 vacancies in the Facilities Operations that we are working hard as well as need to fill.

Health, Safety & Environmental Management

- 3rd Safety committee held for the 22-23 school year
- Security surveys of the schools completed. Action items to be reviewed by the safety committee
- Gym repairs scheduled to be completed in December - Lowell, LPMS, OEMS, and EHS

Workers' Compensation Activities

November 2022

- First report of incidents:---------- 24
- 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:---------- 158
- OSHA recordable incidents:---------- 20
- Days away from work:---------- 123
- Days of restricted work:---------- 338

Technology Department - November Report (11/1 - 10/30)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 1.3M Emails Messages Accepted/Delivered
        - 131K were rejected
        - 1.5M were identified as Spam
        - 6.1K were identified as Phishing
        - 45 were identified having a suspicious attachments
        - 7.4K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 10,876 Active Accounts
      - 23.9TB of storage
      - 598.1K Files shared externally
      - 513 Suspicious login attempts
      - 1.5K Failed user login attempts
      - 26 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - Bid-1307 Data Center Colocation Services was opened at 2:00 pm on Tuesday, November 29, 2022
    - One bid received - Involta (Current Provider)
      - The five (5) year maximum bid value cannot exceed $534,480. We anticipate our five (5) year to be less than half at ~$199,260
  - Near future
    - E-Rate Bid-1308 Netowrk Infrastructure (network switches) should be posted on the FCC USAC E-Rate website
    - E-Rate Bid-13## Wireless Network Controller will be posted on the FCC USAC E-Rate website before January 1, 2023

- **Technology Help Desk Tickets**
  - 409 New Technology Support Tickets Created (25%)
  - 407 Tickets were resolved (48%)
  - 206 Tickets remain unresolved (52%)

- **Projects**
  - Cybersecurity - Continue working on security vulnerabilities that have been identified by Arctic Wolf.
  - This year we are using Infoseq IQ to run phishing campaigns and provide as needed phishing training for our staff. This service is required to comply with our Beazley Cybersecurity Insurance Policy requirements.
  - work with Benson Electric to install/move wireless access points following our Blended Learning Wireless Assessment report
  - We have received some of the new AV equipment for the DSC School Board Meeting Space.

Transportation Report
November 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 continue to await the arrival of our two new buses which are expected to be delivered in March.

We are transitioning to using Transversa for routing. Implementation is expected in December. Transportation currently uses Versatrans for routing. Our department continues to navigate daily changes in routing per school requests.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

The department continues to work on fine tuning routes.

- 65 trips in November, 2022
- 63 scheduled so far for December, 2022

Staffing (comments and concerns)

- Hired 1 driver who is trying to get back to food service
- Jeremy Kasapidis (Mechanic) was promoted to Assistant Manager leaving us without a mechanic
- I (Steven Johnson) have tendered my resignation

Covid continues to be a concern for our staff due to quarantine time.

Bus Maintenance

- Maintenance on (non-transportation) vehicles x6.
- A&B scheduled maintenance inspection (checklist of items checked on each bus)
- Jump starts x approx. 0.
- Manual regenerations (multiple) (Emissions system) weekly shop item
- Electrical maintenance to correct wiring issues (ongoing)
- Bus services (Tires, body work, replacement windows) (Multiple)
- Gen maintenance

The average fleet age is 7.5 years. Current average mileage is 75,830 (goal is 50,000 – 60,000).

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.

Steve Johnson is training Jeremy Kasapidis in some of his responsibilities and is also training Deb P. to train new drivers. Once Steve Johnson leaves his position, Deb P. will be the only one who can legally train new drivers in.

R E S O L U T I O N

Certified Tax Levy 2022 Payable 2023

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2022 Payable 2023 at $XX,XXX,XXX.XX.

Resolution B-12-22-3925 December 20, 2022

DULUTH PUBLIC SCHOOLS
Independent School District 709

2022 PAYABLE 2023 PROPERTY TAX HEARING

For the school budget year
July 1, 2022 – June 30, 2023

Prepared by:

John Magas, Superintendent
Simone Zunich, Executive Director of Finance & Business Services
Michael Hoheisel, Managing Director, R.W. Baird & Co.

REQUIREMENTS OF THE TRUTH IN TAXATION HEARING

- The 2022 Pay 2023 Proposed Property Tax Levy
  - Proposed Changes
  - Specific Purposes for Changes
- Current Year Budget
  - Distribution of Revenues by Revenue Source
  - Spending by Program Area
- Public Comments and Questions

Minnesota Statute 275.065

School District Levy and School District Funds

School District Levy

- Taxes levied in the fall of 2022 are payable and collected in 2023
- District Revenue for 2023-2024 school year
- Fiscal year 2024

School District Funds

General Fund Levy

A. Based on student enrollment

Community Education Fund Levy

A. Based on the population of the District

1. Includes basic community education revenue, youth services and after school revenue
2. Early childhood family education levy is based on number of children under 5 years of age in district

School District Levy and School District Funds

School District Funds (continued)

Debt Service Fund Levy

A. Based on annual debt retirement schedules

1. Annual levy is what is needed to pay principal and interest payments of bonded debt plus 5%
2. A calculation is done annually by the Minnesota Department of Education to determine level of fund balance
    a. If over cap of 5% a levy reduction will be made to bring debt fund balance to the 5% over levy requirement
3. Debt Service Fund may be composed of voter-approved bonds, as well as non-voter approved bonds such as abatement bonds, alternative facilities bonds, capital equipment notes, capital facilities bonds and long-term facilities maintenance bonds

How will your payable 2023 School Taxes be spent?

General Fund	Percent
Provides funding for district regular and special education instructional programs including but not limited to support services, transportation, instructional, athletic, and operational equipment, technology, building maintenance, etc.	**38.50%**
Community Education Fund	
Funding for Community Education programs Early Childhood Family Education and School Readiness	**2.40%**
Debt Service Fund	
Levy for repayment of principal and interest on District debt	**59.10%**
Total Levy before credits and exclusions:	**100.00%**

The School District Levy is changing by

$873,087.04
Or
2.03%

Source: MDE Levy Limitation and Certification Report for taxes payable 2023 (page 30 of 39)

SCHOOL DISTRICT BUDGET

CURRENT SCHOOL YEAR
2022-2023

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
COMPOSITE BUDGET

REVENUES

	GENERAL FUND	FOOD SERVICE	COMMUNITY SERVICE FUND	DEBT SERVICE FUND	TRUST FUND	DENTAL INTERNAL SERVICE FUND	STUDENT ACTIVITY FUND	TOTAL
Local Property Taxes	23,254,915	1,210,000	2,325,000	20,852,327	258,575	917,000	1,341,256	47,642,242
Revenues from State Sources	84,606,949	195,000	2,594,000	2,127,064				89,523,012
Revenues from Federal Sources	5,738,555	2,580,000	3,195,000					11,513,555
ESSER Investments	4,000,000							4,000,000
Assigned Revenue	400,000							400,000
Totals	118,000,418	3,985,000	8,114,000	22,979,391	258,575	917,000	1,341,256	153,078,809

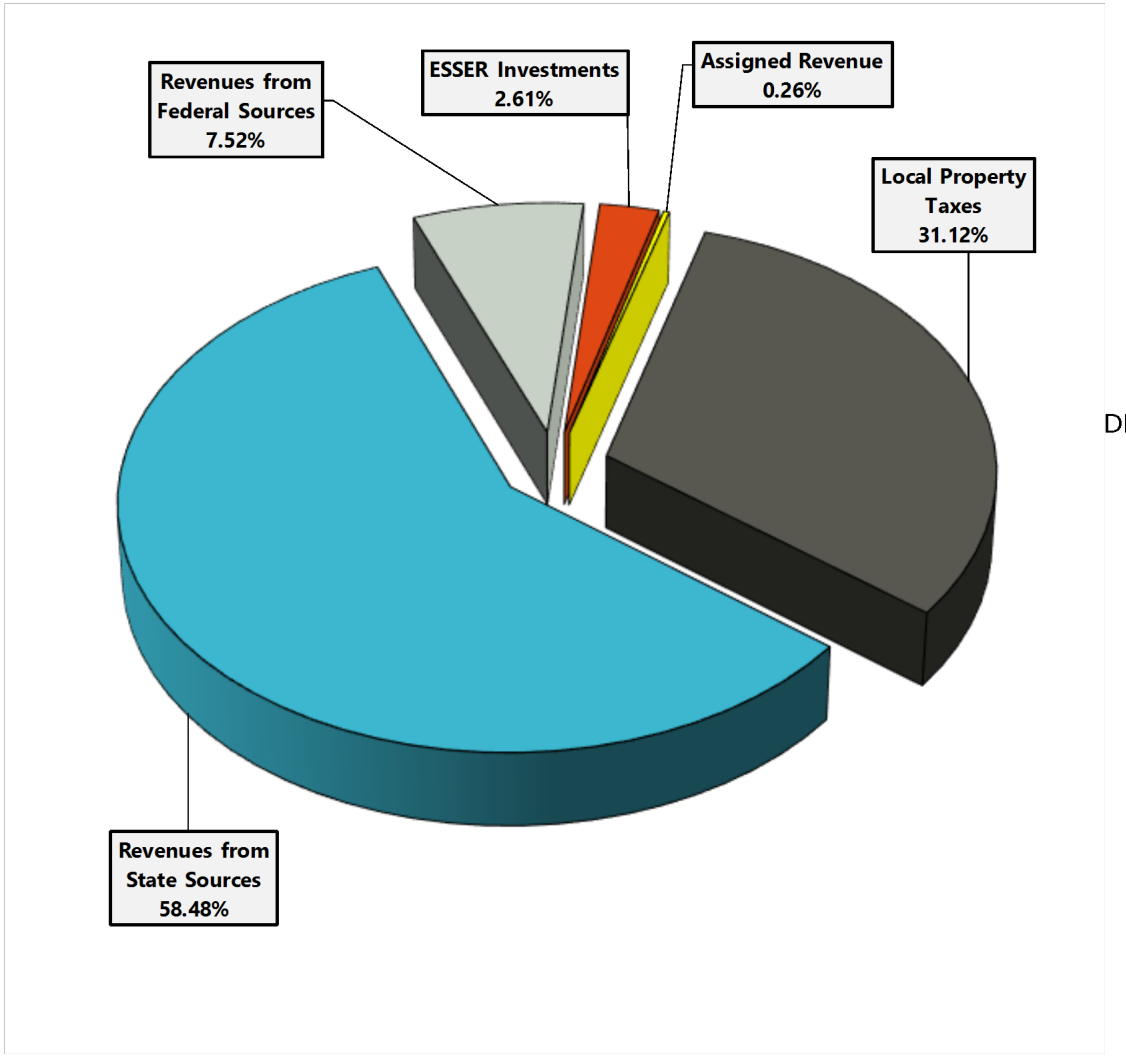
EXPENSES

	GENERAL FUND	FOOD SERVICE	COMMUNITY SERVICE FUND	DEBT SERVICE FUND	TRUST FUND	DENTAL INTERNAL SERVICE FUND	STUDENT ACTIVITY FUND	TOTAL
Wages and Salaries	66,848,315	1,334,143	4,337,330					72,519,787
Employee Benefits	30,367,314	764,766	2,085,651		250,000	865,000		33,217,731
Purchased Services	10,954,945	113,450	1,375,000			59,000	810,961	12,443,395
Supplies	4,903,406	2,176,388	595,000				504,555	7,674,794
Capital Expenditures	4,845,698	25,000	85,000					4,955,698
Debt				24,691,485				24,691,485
Other	83,300	13,600	180,000				25,740	276,900
Totals	118,002,978	4,427,347	8,657,981	24,691,485	250,000	924,000	1,341,256	155,779,789

BUDGET BALANCE	(2,560)	(442,347)	(543,981)	(1,712,094)	8,575	(7,000)	-	(2,700,981)

Duluth Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
REVENUE BY SOURCE



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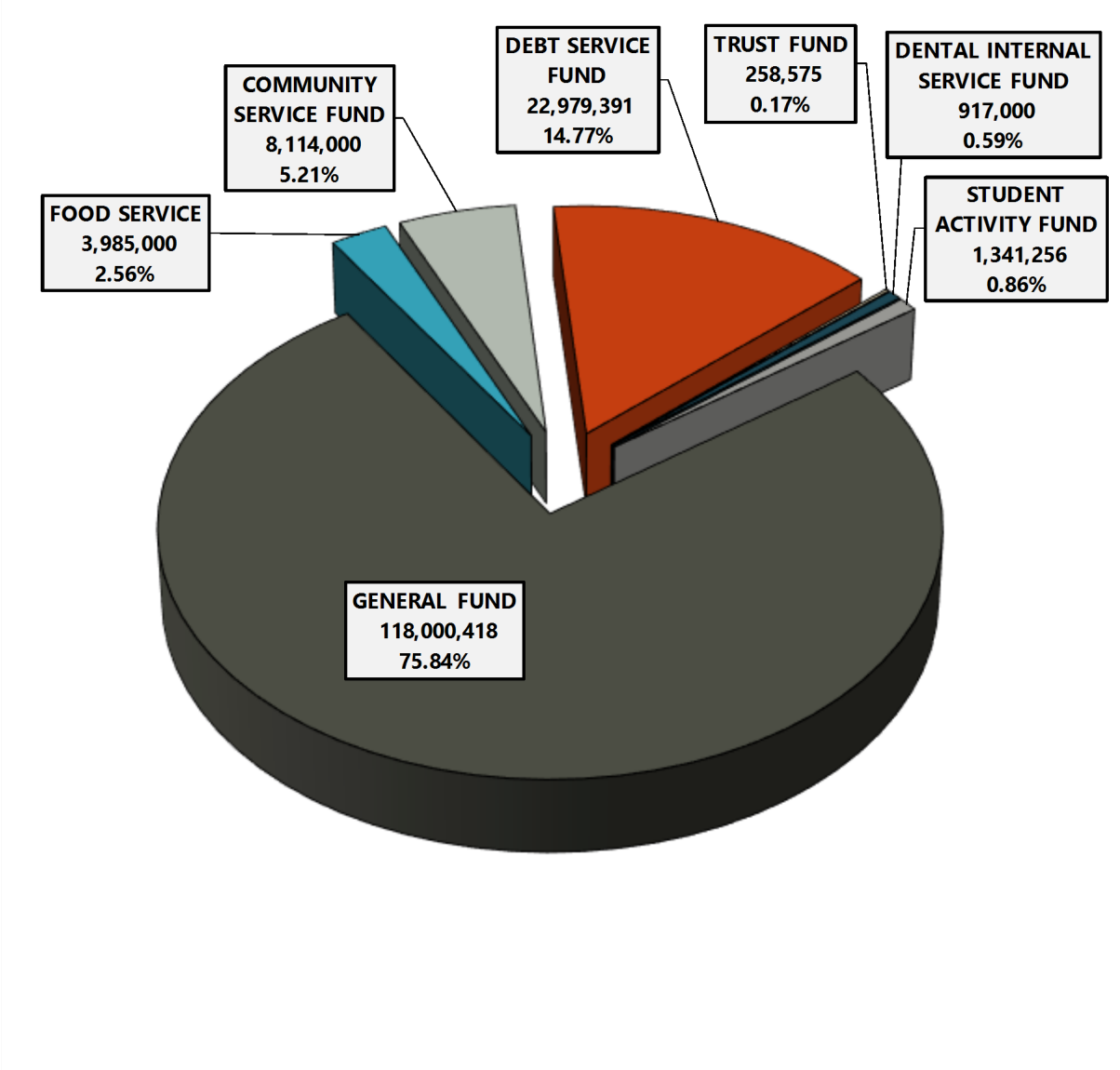
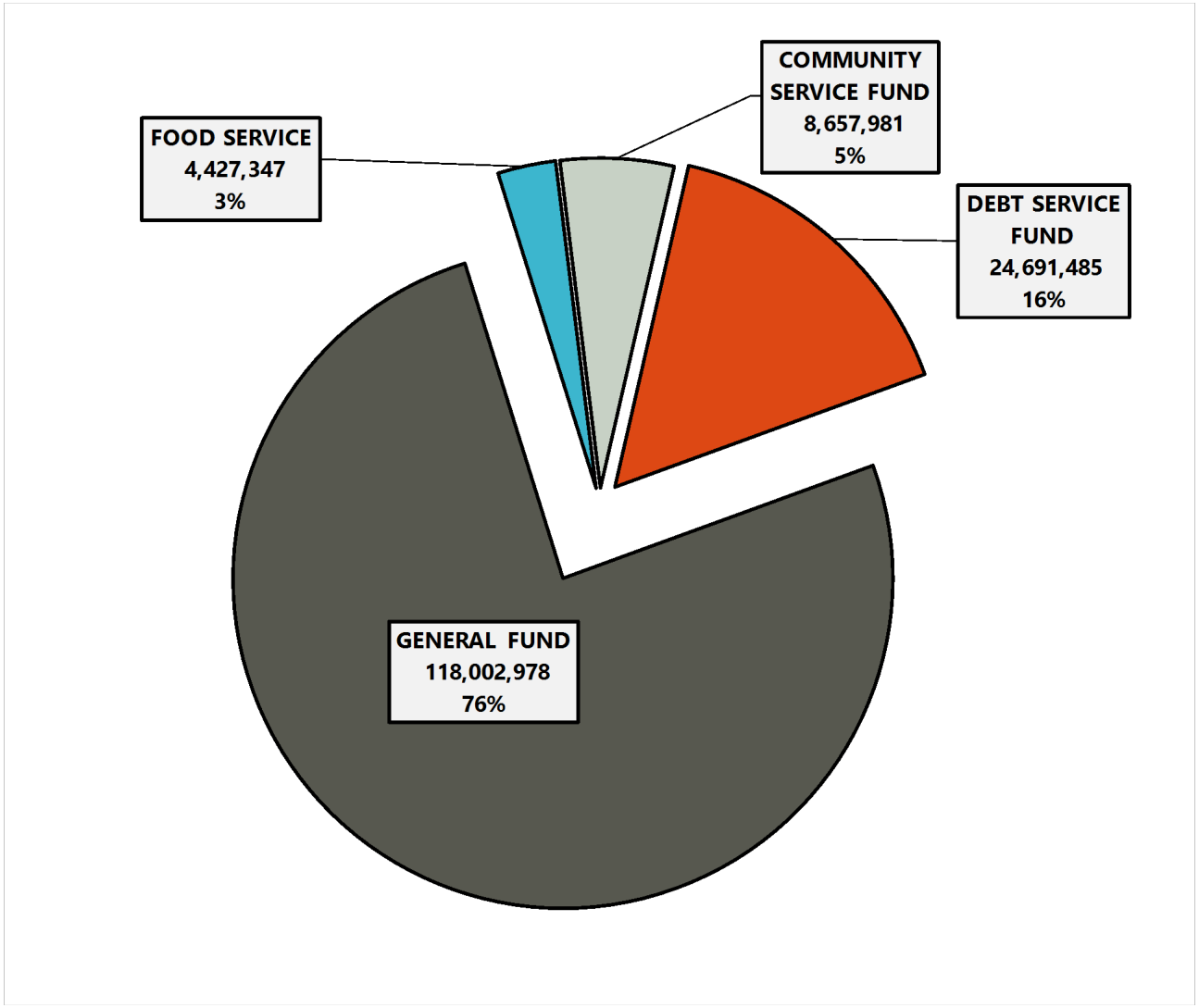
DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
REVENUE BY FUND



Duluth Public Schools

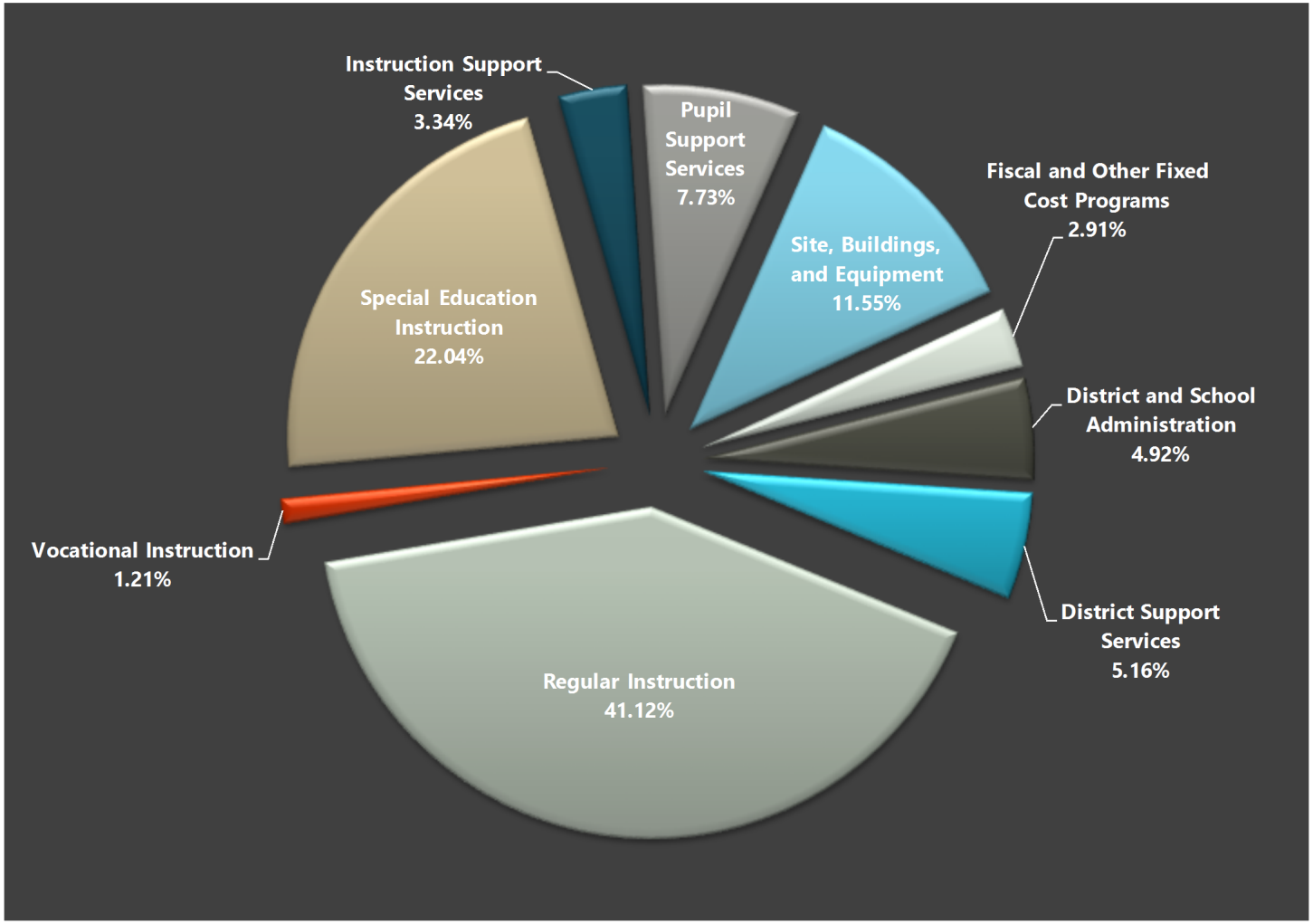
DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
EXPENDITURE BY FUND



DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
GENERAL FUND PROGRAM EXPENDITURES

EXPENSES	GENERAL FUND
District and School Administration	5,804,434
District Support Services	6,092,148
Regular Instruction	48,524,286
Vocational Instruction	1,433,464
Special Education Instruction	26,011,272
Instruction Support Services	3,940,421
Pupil Support Services	9,127,193
Site, Buildings, and Equipment	13,632,971
Fiscal and Other Fixed Cost Programs	3,436,791
TOTAL EXPENDITURES	**$118,002,979**

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
GENERAL FUND PROGRAM EXPENDITURES



Duluth Public Schools

Local Financial Reminders

560

November 6, 2018 Operating Levy Referendum

Question 1: Renewal of $371.78 Per Pupil of Current Authority	Question 2: Increase Authority by $575 Per Pupil	Question 3: Increase Authority by an Additional $335 Per Pupil
Result: PASS	Result: PASS	Result: FAIL
Yes Votes: 32,248 or 73.27%	Yes Votes: 23,805 or 53.92%	Yes Votes: 21,387 or 48.65%
No Votes: 12,314 or 27.63%	No Votes: 20,346 or 46.08%	No Votes: 22,575 or 51.35%

266

Duluth Public Schools

Local Financial Reminders Continued

561

November 6, 2018 Operating Levy Referendum

New Authority effective taxes payable 2019 and be applicable for 10 years

Last year of collection for current operating levy authority is taxes payable 2028 / FY 2029

In Taxes Payable 2023, this authority generated $5,651,777.08 in revenue

277

Duluth Public Schools

Local Financial Reminders - *continued*

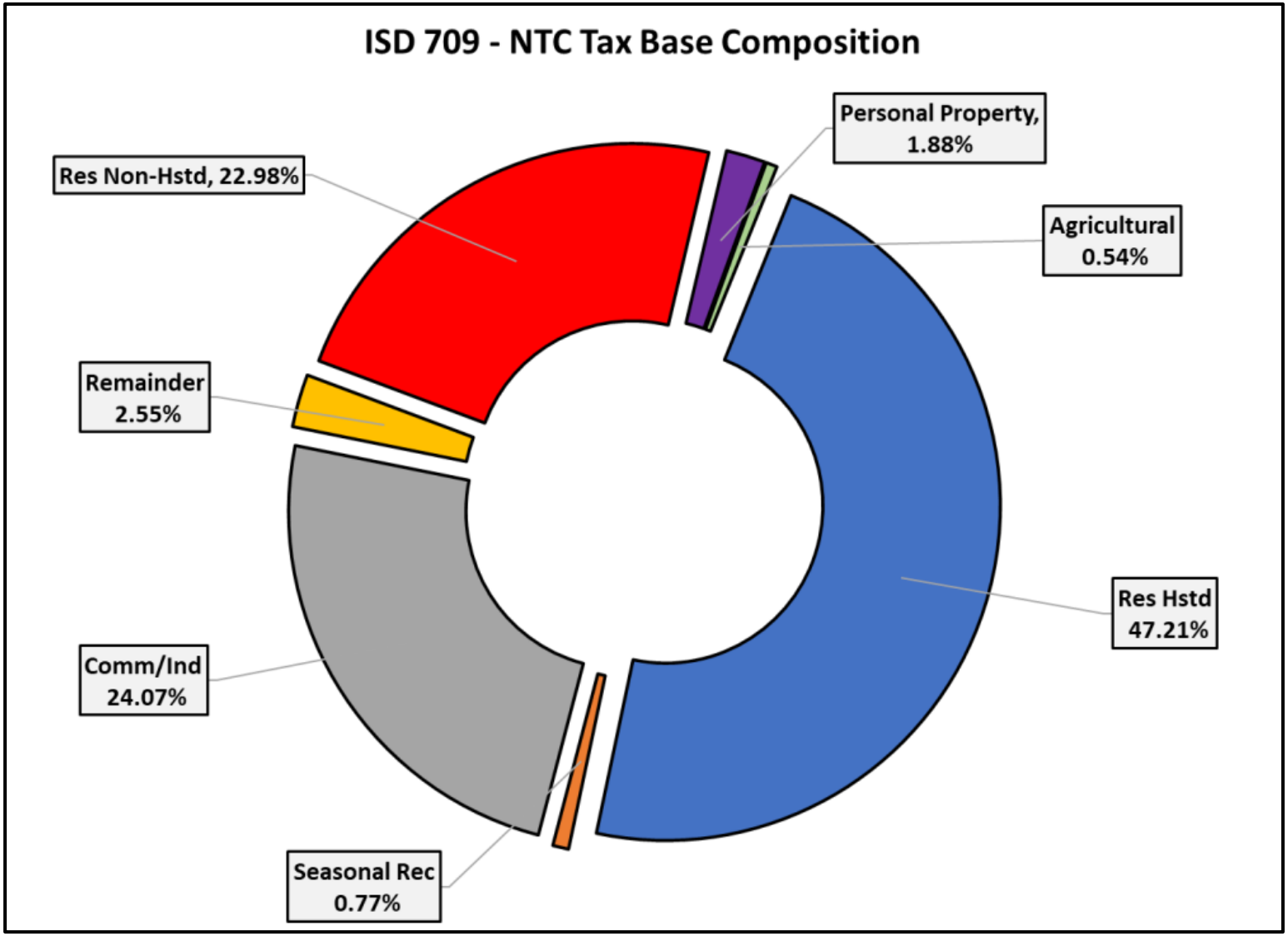
- Student Enrollment Information

AVERAGE DAILY MEMBERSHIP (ADM)

Grade	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K (total) + EC	833.29	785.96	724.76	729.81	819.79	797.02	830.04	737.24	756.32
1	652.69	704.31	647.13	636.59	602.43	644.98	641.06	588.40	614.82
2	653.92	628.66	673.36	622.13	617.88	591.03	637.68	574.16	597.78
3	650.09	630.00	606.88	662.99	624.05	597.55	572.54	597.62	590.84
4	599.45	630.27	593.91	582.37	646.85	620.48	589.52	507.84	605.84
5	611.12	581.88	605.06	586.63	570.25	621.52	619.65	540.73	516.78
6	507.52	557.25	545.60	551.39	572.48	571.29	610.70	542.05	561.90
7	633.93	526.02	555.44	567.26	579.71	584.07	589.04	581.07	593.59
8	554.58	611.60	547.75	551.08	586.18	576.26	622.87	555.74	587.95
9	639.75	681.65	694.90	647.17	668.14	707.65	697.70	695.44	658.15
10	699.47	634.01	670.54	696.38	634.02	660.50	711.16	650.09	690.45
11	636.78	674.09	602.20	619.99	664.72	609.90	646.82	672.61	638.94
12	680.42	634.81	647.49	612.03	628.87	646.91	602.23	621.11	668.29
Total ADM	**8,353.01**	**8,280.51**	**8,115.02**	**8,065.82**	**8,215.37**	**8,229.16**	**8,371.01**	**7,864.10**	**8,081.65**
Elementary ADM 1-6	3,674.79	3,732.37	3,671.94	3,642.10	3,633.94	3,646.85	3,671.15	3,350.80	3,487.96
Secondary ADM 7-12	3,844.93	3,762.18	3,718.32	3,693.91	3,761.64	3,785.29	3,869.82	3,776.06	3,837.37
Total Adjusted Pupil Units	9,122.00	9,032.95	8,858.68	8,804.60	8,967.70	8,986.22	9,144.97	8,619.31	8,849.12

Estimated Pay 2023 Tax Base Composition

563



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Duluth Public Schools

HOW ARE STATE AID AND LOCAL LEVIES DETERMINED?

AUTHORITY FOR SCHOOL LEVIES

A SCHOOL DISTRICT TAX LEVY MAY BE EITHER:

SET BY STATE FORMULA

OR

VOTER APPROVED

DULUTH PUBLIC SCHOOLS
GENERAL FUND
GROSS LEVY COMPARISON

566

		ACTUAL 2021 PAY 2022	PROPOSED 2022 PAY 2023	DOLLAR DIFFERENCE
	Percent Change		**-14.73%**	
1	**Referendum Levies**	5,641,924.22	5,510,617.34	(131,306.88)
2	**Local Optional Levy**	5,717,449.14	6,012,716.16	295,267.02
3	**Equity Levy**	432,793.50	426,004.00	(6,789.50)
4	**Transition Levy**	420,502.16	413,905.49	(6,596.67)
5	**Operating Capital Levy**	1,050,553.67	1,091,475.61	40,921.94
6	**OPEB**	537,211.00	(42,844.00)	(580,055.00)
7	**Reemployment Insurance**	49,996.42	168,016.60	118,020.18
8	**Safe Schools Levy**	322,167.96	305,514.72	(16,653.24)
9	**Career & Technical Levy**	262,185.24	262,185.24	0.00
10	**Achievement & Integration Levy**	484,206.55	481,925.10	(2,281.45)
11	**Long Term Facilities Levy**	3,544,244.24	815,196.69	(2,729,047.55)
12	**Building Lease Levy**	1,295,992.23	1,401,621.00	105,628.77
13	**Tree Growth**	1,914.04	1,914.04	0.00
14	**Abatement**	67,667.39	59,362.14	(8,305.25)
	TOTAL GROSS LEVY	**$19,828,807.76**	**$16,907,610.13**	**(2,921,197.63)**

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Duluth Public Schools

DULUTH PUBLIC SCHOOLS
COMMUNITY EDUCATION
GROSS LEVY COMPARISON

	Percent Change	**1.33%**	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
1 **Basic Community Ed. Levy**	$662,477.15	$662,477.15	$0.00
2 **Early Childhood Levy**	258,677.87	278,636.50	19,958.63
3 **Adults with Disabilities Levy**	28,968.51	22,309.51	(6,659.00)
4 **School Age Care Levy**	90,000.00	90,000.00	0.00
5 **Home Visit Levy**	10,683.27	12,697.25	2,013.98
6 **Abatements**	3,937.38	2,613.62	(1,323.76)
TOTAL GROSS LEVY	$1,054,744.18	$1,068,734.03	$13,989.85

DULUTH PUBLIC SCHOOLS
DEBT SERVICE
GROSS LEVY COMPARISON

	Percent Change	**17.03%**	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
1 **Required Debt Service Levy**	$16,980,632.00	$17,318,852.00	$338,220.00
2 **Long Term Facilities Debt Service Levy**	6,933,788.92	9,314,906.36	2,381,117.44
3 **Debt Excess**	(1,809,360.62)	(724,159.33)	1,085,201.29
3 **Abatements**	97,267.59	73,023.68	(24,243.91)
TOTAL GROSS LEVY	22,202,327.89	25,982,622.71	3,780,294.82

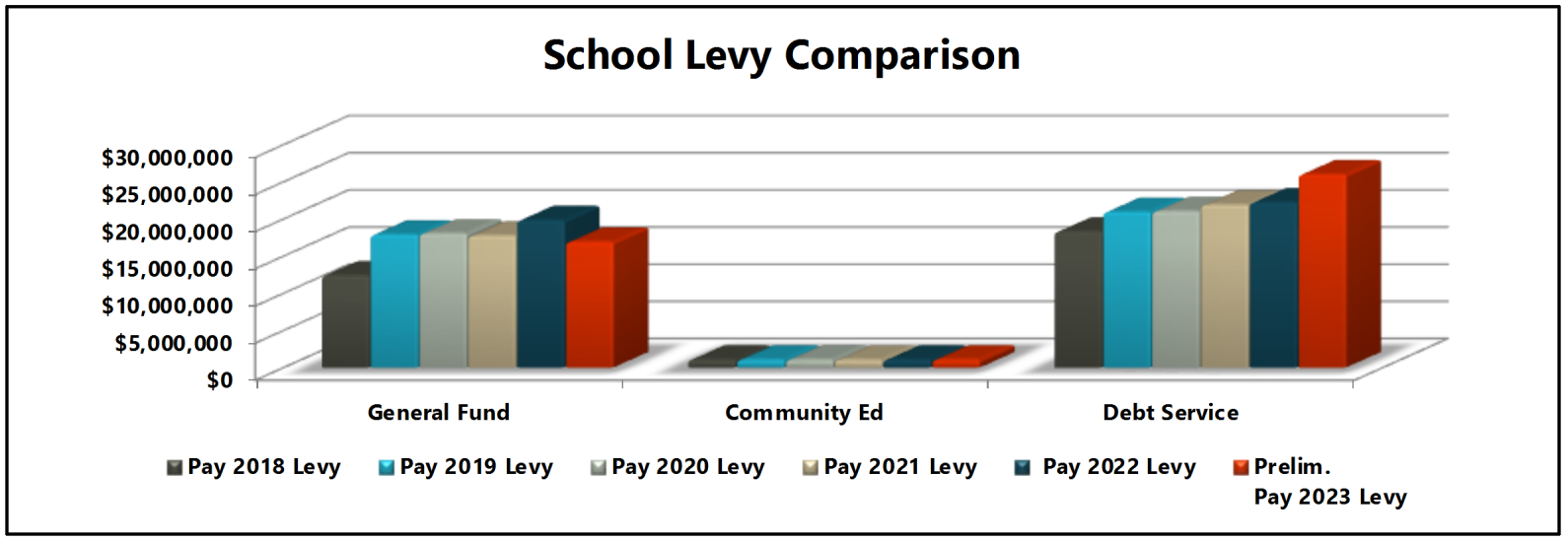
DULUTH PUBLIC SCHOOLS
ALL FUNDS
GROSS LEVY COMPARISON

	Percent Change	2.03%	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
General Fund	$19,828,807.76	$16,907,610.13	($2,921,197.63)
Community Education Fund	1,054,744.18	1,068,734.03	13,989.85
Debt Service Fund	22,202,327.89	25,982,622.71	3,780,294.82
TOTAL GROSS LEVY	**43,085,879.83**	**43,958,966.87**	**873,087.04**

DULUTH PUBLIC SCHOOLS
SCHOOL PORTION of PROPERTY TAX LEVY

570

Total Pay 2018 Levy = $31,697,855.86
Total Pay 2019 Levy = $39,837,624.11
Total Pay 2020 Levy = $40,089,645.79
Total Pay 2021 Levy = $40,663,003.06
Total Pay 2022 Levy = $43,085,879.83
Total Prelim. Pay 2023 Levy = $43,958,966.87



	Pay 2018 Levy	Pay 2019 Levy	Pay 2020 Levy	Pay 2021 Levy	Pay 2022 Levy	Prelim. Pay 2023 Levy
General Fund	12,382,425.63	17,872,105.08	18,024,526.72	17,739,246.90	19,828,807.76	$16,907,610.13
Community Ed	1,047,799.46	1,045,278.73	1,050,895.81	1,039,985.60	1,054,744.18	1,068,734.03
Debt Service	18,267,630.77	20,920,240.30	21,014,223.26	21,883,770.56	22,202,327.89	25,982,622.71
Total Levy	**31,697,855.86**	**39,837,624.11**	**40,089,645.79**	**40,663,003.06**	**43,085,879.83**	**43,958,966.87**

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Duluth Public Schools

WHAT ARE THE MAIN VARIABLES THAT MAY CAUSE PROPERTY TAX INCREASES AND DECREASES?

1. Changes in market values
2. Changes in class rates/history
3. Market value exclusion
4. Voter approved referendums
5. State adjustments

   (i.e. Ag2School Tax Credit Program)
6. New programs authorized or mandated by legislature

(i.e. Long-Term Facilities Maintenance [LTFM] Revenue Program)

CHANGES IN MARKET VALUE

The market values are final and are not a subject for the upcoming budget hearings. They were discussed at the local County Board of Review and County Board of Equalization hearings held earlier this year. The final taxable market values may reflect a reduction under the limited value law. If this property is a qualifying homestead, the final taxable market values may exclude improvements which you made to this property.

DULUTH PUBLIC SCHOOLS
TAX BASE HISTORY

Assessment Year	Taxes Payable	RMV - Referendum Market Value	% Change	NTC - Net Tax Capacity	% Change
2022	**2023**	9,976,912,185	15.727%	112,996,821	15.820%
2021	**2022**	8,621,046,488	5.020%	97,562,108	4.894%
2020	**2021**	8,208,989,331	4.420%	93,009,780	5.424%
2019	**2020**	7,861,546,141	5.796%	88,224,893	5.735%
2018	**2019**	7,430,848,653	4.865%	83,439,718	5.087%
2017	**2018**	7,086,106,061	5.030%	79,400,393	4.609%
2016	**2017**	6,746,712,710	4.029%	75,901,967	4.741%
2015	**2016**	6,485,412,360	3.365%	72,466,411	4.942%
2014	**2015**	6,274,290,486	2.338%	69,053,594	2.615%
2013	**2014**	6,130,955,276	1.969%	67,293,718	2.583%
2012	**2013**	6,012,560,140	-1.641%	65,599,036	-1.555%
2011	**2012**	6,112,867,250		66,635,215	

Source: Preliminary Pay 2023 figures are from the St. Louis County Auditor

State Legislative change in the Market Value Homestead credit to Homestead Market Value Exclusion

- The 2011 Legislature repealed the Homestead Market Value Credit (the homestead credit) and replaced it with a new Homestead Market Value Exclusion.

- The exclusion began for property taxes payable in 2012 and continues for taxes payable in 2023.

Pay 2022 vs. Pay 2023 School Portion of Tax

575

0%

DATA BELOW ASSUMES NO CHANGE IN PROPERTY VALUE

Type of Property	Estimated Market Value - Taxes Payable 2022	Estimated Market Value - Taxes Payable 2023	Actual Pay 2022 School Portion of Taxes	Preliminary Pay 2023 School Portion of Taxes	Estimated Tax Increase / (Decrease) - Pay 2022 vs Pay 2023	Estimated Percent Change
Residential Homestead	100,000	100,000	368.87	324.68	(44.18)	-11.98%
	125,000	125,000	490.36	431.72	(58.64)	-11.96%
	150,000	150,000	612.16	539.04	(73.13)	-11.95%
	175,000	175,000	733.65	646.07	(87.58)	-11.94%
	200,000	**200,000**	**855.46**	**753.39**	**(102.07)**	**-11.93%**
	225,000	225,000	976.94	860.42	(116.52)	-11.93%
	250,000	250,000	1,098.75	967.74	(131.01)	-11.92%
	275,000	275,000	1,220.24	1,074.77	(145.47)	-11.92%
	300,000	300,000	1,342.04	1,182.09	(159.96)	-11.92%
	400,000	400,000	1,828.63	1,610.79	(217.84)	-11.91%
	500,000	500,000	2,290.53	2,017.68	(272.85)	-11.91%
Commercial Industrial	250,000	250,000	1,699.05	1,498.17	(200.88)	-11.82%
	500,000	500,000	3,635.43	3,206.05	(429.38)	-11.81%
	1,000,000	1,000,000	7,508.20	6,621.81	(886.39)	-11.81%
	2,500,000	2,500,000	19,126.50	16,869.09	(2,257.41)	-11.80%
Seasonal Recreational	250,000	250,000	791.12	699.04	(92.08)	-11.64%
	500,000	500,000	1,582.23	1,398.08	(184.15)	-11.64%
	750,000	750,000	2,571.13	2,271.88	(299.25)	-11.64%
	1,000,000	1,000,000	3,560.03	3,145.68	(414.34)	-11.64%

491

Duluth Public Schools

Pay 2022 vs. Pay 2023 School Portion of Tax

576

16%

DATA BELOW ASSUMES A 16% CHANGE IN PROPERTY VALUE

Type of Property	Estimated Market Value - Taxes Payable 2022	Estimated Market Value - Taxes Payable 2023	Actual Pay 2022 School Portion of Taxes	Preliminary Pay 2023 School Portion of Taxes	Estimated Tax Increase / (Decrease) - Pay 2022 vs Pay 2023	Estimated Percent Change
Residential Homestead	100,000	116,000	368.87	393.16	24.30	6.59%
	125,000	145,000	490.36	517.46	27.10	5.53%
	150,000	174,000	612.16	641.76	29.59	4.83%
	175,000	203,000	733.65	766.05	32.40	4.42%
	200,000	**232,000**	**855.46**	**890.35**	**34.89**	**4.08%**
	225,000	261,000	976.94	1,014.64	37.70	3.86%
	250,000	290,000	1,098.75	1,139.22	40.47	3.68%
	275,000	319,000	1,220.24	1,263.51	43.28	3.55%
	300,000	348,000	1,342.04	1,387.81	45.77	3.41%
	400,000	464,000	1,828.63	1,872.41	43.78	2.39%
	500,000	580,000	2,290.53	2,396.43	105.90	4.62%
Commercial Industrial	250,000	290,000	1,699.05	1,771.43	72.38	4.26%
	500,000	580,000	3,635.43	3,752.57	117.14	3.22%
	1,000,000	1,160,000	7,508.20	7,714.85	206.65	2.75%
	2,500,000	2,900,000	19,126.50	19,601.70	475.20	2.48%
Seasonal Recreational	250,000	290,000	791.12	810.89	19.77	2.50%
	500,000	580,000	1,582.23	1,677.70	95.46	6.03%
	750,000	870,000	2,571.13	2,691.30	120.18	4.67%
	1,000,000	1,160,000	3,560.03	3,704.91	144.89	4.07%

492

Duluth Public Schools

577

Whereas, Pursuant to Minnesota Statutes the School Board of Independent School District No. 709, Duluth, Minnesota, is authorized to make the following proposed tax levies for general purposes:

General Fund	$ 16,907,610.13
Community Services	$ 1,068,734.03
Debt	$ 25,982,622.71
Total Proposed Tax Levy	$ 43,958,966.87

Now Therefore, Be it resolved by the School Board of Independent School District No. 709, Duluth, Minnesota, that the levy to be levied in 2022 to be collected in 2023 is set at $43,958,966.87. The clerk of the ISD 709 School Board is authorized to certify the proposed levy to the County Auditor of St. Louis County, Minnesota.

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Duluth
Public Schools

Public Comments and Questions?

R E S O L U T I O N

RESOLUTION REESTABLISHING PRECINCTS AND POLLING PLACES FOR THE DULUTH PUBLIC SCHOOL DISTRICT IN 2023

WHEREAS, the precinct boundaries of the Duluth Public School District (District) which consists of the territories of the City of Duluth, City of Rice Lake, Normana, North Star & Unorg 23, Gnesen & Unorg 2, and Lakewood Townships remain as listed below following state legislative redistricting; and

WHEREAS, the District reestablishes these precincts with those boundaries as required by Minnesota Statutes 204B.14, subdivision 3(c); and

WHEREAS, the District will utilize the polling places for the City of Duluth as authorized by the City of Duluth which are currently located here:

1 - St. Michael's Catholic Church (lower level) 4901 East Superior Street
2 - Lakeside Presbyterian Church (lower level) 4430 McCullough Street
3 - Lutheran Church of the Good Shepherd (lower level) 1325 North 45th Avenue East
4 - Faith Lutheran Church Bldg. (lower level) 1814 North 51st Avenue East
5 - Lakeview Covenant Church (lower level) 1001 Jean Duluth Road
6 - Woodland Community Club 3211 Allendale Avenue
7 - Glen Avon Presbyterian Church (lower level) 2105 Woodland Avenue
8 - Duluth Congregational Church (lower level) 3833 East Superior Street
9 - Pilgrim Congregational Church (lower level) 2310 East Fourth Street
10 - U.M.D. Kirby Student Center 1120 Kirby Drive
11 - Vineyard Christian Fellowship (auditorium) 1533 West Arrowhead Road
12 - Unitarian Universalist Congregation of Duluth 835 West College Street
13 - Mt. Olive Lutheran Church (lower level) 2012 East Superior Street
14 - First Lutheran Church (lower level) 1100 East Superior Street
15 - Peace United Church of Christ 1111 North 11th Ave. East
16 - First United Methodist Church (Lakeview social hall) 230 East Skyline Parkway
17 - Washington Center (gymnasium) 310 North 1st Avenue West
18 - Lafayette Square (upper level) 3026 Minnesota Avenue
19 - Duluth Public Library (Green Room) 520 West Superior Street
21 - Lincoln Park Senior Center (lower level) 2014 West Third Street
22 - Holy Cross Lutheran Church 410 North Arlington Avenue
23 - Shepherd of the Hills Lutheran 802 Maple Grove Road
Church (fellowship hall)
24 - Christ Lutheran Church (rear lower level entrance) 2415 Ensign Street
25 - St. Lawrence Church 2410 Morris Thomas Road
26 - Holy Family Catholic Church 2430 West Third Street
27 - Harrison Community Club 3002 West Third Street
28 - City Center West 5830 Grand Avenue
29 - Our Savior’s Lutheran Church (lower level) 4831 Grand Avenue
30 - Elim Lutheran Church (social hall) 6101 Cody Street
31 - Zenith Terrace Community Center 2 Foxtail Avenue
32 - Asbury United Methodist Church (lower level) 6822 Grand Ave
33 - Goodfellowship Community Center (warming area) 1242 88th Avenue West
34 - Gary New Duluth Community Recreation Center 801 101st Avenue West

WHEREAS, the polling places for the City of Rice Lake, Normana, North Star & Unorg 23, Gnesen & Unorg 2, and Lakewood Townships in the state of Minnesota remain at the following:

1 - City of Rice Lake City Hall 4107 Beyer Road
2 - Normana Town Hall 6472 French River Road
3 - North Star Township Hall 7700 Pequaywan Lake Road
4 - Gnesen Community Center 6356 Howard Gnesen Road
5 - Lakewood Town Hall 3110 Strand Road

the District hereby reestablishes these locations as the designated polling places for these precincts in accordance with Minnesota Statutes 204B.16.

R E S O L U T I O N

Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the Intersection of E. Superior Street and Congdon Park Drive in the City of Duluth

RESOLVED, that the city of Duluth ("city") act as the legal sponsor for the transportation alternative project as contained in the 2022 grant applications to be submitted prior to January 13, 2023, and that the mayor and clerk are hereby authorized to apply to the Minnesota Department of Transportation, Federal Highway Administration for a grant not to exceed $600,000 for funding of campus connector segment six shared use path;

FURTHER RESOLVED, that the city has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate project administration;

FURTHER RESOLVED, that if awarded the funding, the school district commits to provide any permeant easements at the Congdon Park Elementary School;

FURTHER RESOLVED, that the mayor and clerk are hereby authorized to execute such documents as are necessary to implement the project on behalf of the city.

RESOLUTION

Authorized Bank Account Signer – December 2022

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	**Banking Institution**	**Account Number**	**Addition of Authorized Signer**	**Removal of Authorized Signer**
Community Ed	Harbor Pointe Credit Union	XXXX9	Lauren Ballmer Jeremy Rupp	Cindy McLeod

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
Stowe ES	Joanne Regan	In-kind		Handknit scarves and headbands for students
Stowe ES	Adelle Wellens	In-kind		Warm winter accessories & treats for teachers/staff lounge
Stowe ES	Susan Coen	In-kind	5th Graders	
Stowe ES	Ashley McArthur	In-kind		Misc. books and toys
Piedmont ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Laura MacArthur ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Condgon ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Congdon ES	Lutheran Church of the Good Shepherd	In-kind		Donation of snacks for students
Lester Park ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Homecroft ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lakewood ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge

Myers-Wilkins ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lowell ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Area Learning Center	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Area Learning Center	A&L Properties	In-kind	Holiday Auction	Craftsman home tool kit/mechanics tools kit, 57-piece (For the Holiday Auction)
Rockridge Academy	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Duluth Adult Education	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Ordean East MS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lincoln Park MS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lincoln Park MS	Hillary Brooks	In-kind		Donation of two gently used violins
Denfeld HS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Denfeld HS	Irving Community Association	$1,000.00	Jazz Band	
East HS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
East HS	Roger & Nancy Ralston	$200.00	Duluth East High School Orchestra	
Duluth Head Start	Jane Killough	$50.00	Duluth Head Start	

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
Citadel Funding	Tom Tusken	Denfeld High School	$5,000	AP computer science course for 2023-24, prioritize teacher professional development in the summer prior to the start of school.
Greater Denfeld Foundation Grant	Geraldine Davidson	Denfeld High School	$960	The funds will be used to purchase the supplies needed to create under computer desk bookshelves to create extra storage for classroom textbooks that are stored in the library.

HUMAN RESOURCES ACTION ITEMS FOR: December 20, 2022

CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ARDREN, RACHAEL J	GRADE 4/CONGDON PARK, (BA) III 3	08/29/2022	
BASTIAN, MISTY J	OCCUPATIONAL THERAPIST/DW, (MA) IV 9	11/14/2022	
BJORSEN, ANNA M	SCIENCE TEACHER/LINCOLN PARK, (BA) III 5	09/01/2022	
CHRISTIANSEN, SHERRY A	SPANISH TEACHER/EAST/LINCOLN, (BA+30) III 8	08/29/2022	
DERRICK, JENNIFER T	SPEC ED RESIDENTIAL/MERRITT CREEK, (MA) IV 9	11/02/2022	
ELIASON, KAITLYN J	SPEECH LANGUAGE PATHOLOGIST/DW, (MA) IV 2, NEW POS	12/05/2022	
EVANS, MARAH E	SPEC ED SOCIAL WORKER/DW, (MA+30) IV 3	11/28/2022	
GEISSLER, EMILY I	SPEC ED TEACHER/EAST, (MA) IV 9	09/30/2022	
JOHNSON, BENJAMIN J	LTS SOCIAL STUDIES/EAST, (BA) III 3, S RICE	09/07/2022	
LENNEMAN, LOGAN C	BUSSINESS ED TEACHER/LINCOLN PARK, (BA) III 1	08/29/2022	
LONG, CATHERINE G	ALT TO SUSPENSION COORD/DENFELD, (MA) IV 9	11/07/2022	
NELSON, TIMOTHY W	ART TEACHER TOSA/ALC, (MA) IV 9	08/29/2022	
OSTRAND, EMILY J	SPEC ED SPEECH PATHOLOGIST/DW, (MA) IV 2	11/14/2022	
PELKEY, RYAN J	LTS SPECIAL ED TEACHER/DENFELD, (BA) III 1, P.CHESELSKI	11/21/2022	
RAPP, ALYSSA B	PRESCHOOL TEACHER/LOWELL, (MA) IV 2	11/07/2022	
STONEBURNER, TINA M	SPEC ED/LAURA MACARTHUR, (MA) IV 9	11/07/2022	

CERT RETIREMENT	POSITION	EFFECTIVE DATES
PARO-STROTHER, DAWN R	GRADE 6/ORDEAN EAST-RESCINDED	

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
BERGSTEDT, STACY M	FOOD SERVICE SUPERVISOR/DW, $1,124/WK	12/01/2022	
CAPISTRANT-KINNEY, ELSA H	INSTRUCTIONAL PARA/LAURA MACARTHUR, 19/38WKS, $15.31/HR	11/14/2022	
COOKE, GAIL C	NUTRITIONAL ASST/LAKEWOOD, 20/38WKS, $13.22/HR	11/28/2022	
ELSTAD, JODI R	NUTRITIONAL ASST/DW, 30/38WKS, $13.22/HR	11/28/2022	
GEISSLER, SUSAN K	BUS DRIVER/TRANSPORTATION, 25/38WKS, $19.54/HR	11/09/2022	
LEE, MARY F	SPEC ED PARA/CHESTER CREEK, 25/38WKS, $19.77/HR	11/30/2022	
LUTHER, JACKSON A	SPECIAL ED PARA/MERRITT CREEK, 31.25/38WKS, $18.61/HR	10/24/2022	1/2/2023
PREBEG, BRITTANY K	SPEC ED PARA/CONGDON PARK, 31.25/38WKS, $17.77/HR	12/01/2022	
RUPP, JEREMYJ	COMMUNITY EDUCATION COORDINATOR	10/17/2022	
SOLEM, ROSE E	PRESCHOOL PARA/PIEDMONT, 23/38WKS, $17.77/HR	11/30/2022	
SZUKIS, KIRK TW	SPECIAL ED PARA/DENFELD, 32.5/38WKS, $19.86/HR	10/31/2022	
WIGHT, KATELYN A	SPECC ED PARA/CHESTER CREEK, 31.25/38WKKS, $18.74/HR	10/17/2022	

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
FIEDLER, KARA A	SPEC ED PARAPROFESSIONAL/DISTRICT WIDE	11/18/2022
LEE, YU L	SPEC ED PARAPROFESSIONAL/MYERS WILKINS	11/11/2022
MAXIM, GALEN M	SPEC ED PARAPROFESSIONAL/PIEDMONT	11/18/2022
NOVITSKI, FRANK E	BUS DRIVER II/TRANSPORTATION	12/14/2022
PIETRUSA, AMBER	BENEFITS COORDINATOR/UHG	12/01/2022

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
LOWE, RUSSELL R	SCHOOL CUSTODIAN II/LINCOLN PARK	2/1/2023

NON CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
GEISSLER, SUSAN K	SATELLITE MANAGER I/LINCOLN PARK - TO SERVE AS BUS DRIVER	11/28/2022	
KALWITE, MICHELLE R.U.	NUTRITION SERVICES ASSISTANT/EAST	12/02/2022	12/09/2022
PERRAULT, JUDITH I	NUTRITION SERVICES ASSISTANT/EAST	01/17/2023	01/20/2023
SISLO, BETTY R	CHILD NUTRITION AREA SITE SUPV/DW	01/09/2023	01/09/2024
WATCZAK, JAMES F	NUTRITION SERVICES ASSISTANT/LOWELL	01/30/2023	02/17/2023

NON CERT TERMINATION	POSITION	EFFECTIVE DATES
TOMECK, SOPHIA	EEA CLERICAL HR ASSISTANT/UHG	12/2/2022

CLASSIFICATION DESCRIPTION

DULUTH PUBLIC SCHOOLS

TITLE: EdFi Analyst/MARSS Coordinator

Title of Immediate Supervisor: Executive Director of Business Services and Finance	**Department:** Business Services	**FLSA Status**: Exempt
Accountable For (Job Titles): Clerical Level F, Clerical Level E, or Clerical Level D		**Pay Grade Assignment**: Non-Certified Business Division, Pay Class VIII

General Summary or Purpose Of Job:

Works directly with the Director of Business Services to ensure the District's student reporting activities are conducted in compliance with School Board policies and procedures, government regulations and MDE Guidance to maximize district revenue. The Analyst works independently in the study of EDFI and MARSS student reporting, processing problems, designing, updating and implementing reporting solutions using system software and self-architected spreadsheets to realize the District's maximum ADM from its investment in student instructional programs and business processes. The Analyst acts as a liaison between business services, technology, administrative staff and school staff to ensure that data integrity and integration is maintained within the District's Student Information Management Systems. The Analyst works as a team member to ensure data required by multiple users from various departments and outside agencies is accurate and accessible in a user-friendly format by designing the processing steps, and formatting the output to best meet end users' needs. The Analyst in-directly supervises enrollment, guidance and attendance staff in the specialty area of EDFI/MARSS reporting. Trains staff on student information systems and MARSS/EDFI reporting protocols, to ensure the timely, accurate completion of the district's student reporting. Consults with direct supervisors regarding staff improvement.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Serves as the subject matter expert for student data collection for state and federal reporting. Conducts quality control audits of data input into the student information systems. Maps, analyzes and evaluates student reporting processes, identifies options for improving accuracy of reporting; acts as the liaison between business services, technology and school operations staff to successfully process MARSS and EDFI student data collection and reporting.	35%

2.	Provides technical assistance to site staff and administrators in School Operations, Curriculum, Assessment, and Technology to resolve day-to-day systems and reporting problems, including specific project support or computer-based applications as related to student accounting. Resolves daily operating problems. Communicates effectively with system users regarding processes or special situations. Provides training for state reporting on both the technical and end user level.	25%
3.	Creates and maintains spreadsheets and reports related to student enrollment, demographics, mobility, general education revenue, compensatory revenue and other projects. Regularly researches, analyzes and summarizes state reports based on data collection periods for the purpose of determining the accuracy, reliability and completeness of student records and reports. Reconciles cross district funding errors. Initiates research, identifies the business or operational issues that affect the district's student reporting, recommends ways of improving the existing system and processes	25%
4.	Prepares monthly analyses of student enrollment and budgeted ADM. Develops queries and reports needed to verify information reported to state and federal agencies. Assists with preparation of annual budget as related to student enrollment projections, and applied FTE. Makes recommendations regarding project sustainability, priority and implementation using clear, concise, grammatically correct written and verbal communications to multiple levels of staff.	10%
5.	Performs other duties of a comparable level or type.	5%

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a baccalaureate degree in Business, Statistics or Computer Science and 5-8 years of progressive experience working with confidential public sector data; minimum 5-7 years professional level experience processing technical information or data in a key functional role and or a range of process and systems; two years in first level management role with responsibility to manage student reporting processes and /or database function; or an equivalent combination of education, training and experience necessary to successfully perform the essential function of the position.

Knowledge Requirements:

Requires knowledge of:

- Duluth Public Schools Operational and administrative policies
- Applicable laws, codes, regulations, standards, methods and practices related to confidential student accounting.
- Database management, technical information systems. concepts and statistical analysis

methodology for the purpose of providing practical reporting, advice and data.
- Advanced Windows based software and applications used in general office environments to enhance reporting, training and communication.
- Advanced MS Office and financial systems computer software applications skills.

Skill Requirements:

Skilled in:

- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and governmental regulations.
- Ability to write reports, business correspondence, and procedure manuals with clear and transparent instruction/documentation.
- Ability to effectively present information and respond to questions from groups of managers, client's customers and the general public; ability to transfer knowledge and skills to others using a variety of mediums as appropriate to audience
- Ability to understand, interpret, apply, and use mathematics and statistical methods and procedures typically gained through professional and post-secondary education.
- Ability to analyze/interpret data for integrity purposes, performance, and other related tasks
- Ability to research, evaluate, analyze, interpret, summarize and communicate statistical data in a timely, meaningful way.
- Ability to use persuasion, customer service and human relation skills in dealing with people both inside and outside of the organization.
- Ability to influence, instruct and negotiate with administrators, staff and peers to gain understanding, cooperation and action.
- Ability to work both independently and in team-based environments for problem solving purposes; ability to lead the work of others by monitoring, training, reviewing, and delegating tasks.
- Ability to develop and implement processes to improve district communication, student reporting and overall efficiency.
- Ability to use judgment, discretion, and initiative to address time and resource management as related to student accounting procedures.
- Ability to manage time and prioritize projects effectively.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl	√			
Talk and hear				√

	Taste and smell	√			
Lift & Carry:	Up to 10 lbs.		√		
	Up to 25 lbs.		√		
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:

Classification reviewed Bjorkland., Human Resource Management Consulting

ISD 709 Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
Dec 13 2022 Committee Meeting

Dec 13, 2022 Board Meeting 12/8/2022

REVENUES	**22-23**		22-23	**22-23**		**22-23**	**22-23**
	CURRENT YEAR ADOPTED BUDGET		**CURRENT YEAR REVISED BUDGET**	**RECEIVED TO YEAR TO DATE**		**RECEIVED ENCUMBERED**	**BUDGET BALANCE**
	FUND	Jul-22	JULY 22 -23	July - Sept		July -Sept	July- Sept
General	1	$ 107,743,537.86	$ 107,813,250.73	$ 29,028,355.16		$ -	$ 78,784,895.57
Food Service	2	$ 3,985,000.00	$ 3,985,000.00	$ 903,956.64			$ 3,081,043.36
Transportation	3	$ 5,900,000.00	$ 5,900,000.00	$ 1,107,312.01			$ 4,792,687.99
Community Ed	4	$ 8,114,000.00	$ 8,114,000.00	$ 2,228,479.05			$ 5,885,520.95
Operating Captial	5	$ 5,462,130.31	$ 5,462,130.31	$ 341,228.65		$ -	$ 5,120,901.66
Building Construction	6	$ -					$ -
Debt Service Fund	7	$ 22,979,390.64	$ 22,979,390.64	$ 1,869,041.28			$ 21,110,349.36
Trust Fund	8	$ 258,575.00	$ 258,575.00				$ 258,575.00
Dental Insurance Fund	20	$ 917,000.00	$ 917,000.00	$ 359,188.12		$ -	$ 557,811.88
Student Acitivity	79	$ 236,006.00	$ 236,006.00	$ 101,777.15		$ 8,424.00	$ 125,804.85
REVENUE	**TOTALS:**	**$ 155,595,639.81**	**$ 155,665,352.68**	**$ 35,939,338.06**	**$ -**	**$ 8,424.00**	**$ - $ 119,717,590.62**

EXPENSES	**22-23**		22-23	**22-23**		**22-23**	**22-23**
	CURRENT YEAR ADOPTED BUDGET		**CURRENT YEAR REVISED BUDGET**	**EXPENSES TO YEAR TO DATE**		**EXPENSES ENCUMBERED**	**BUDGET BALANCE**
	FUND	Jul-22	JULY 22-23	July - Sept		July -Sept	July-Sept
General	1	$ 104,358,876.11	$ 104,428,588.98	$ 40,539,505.76		$ 2,820,648.29	$ 61,068,434.93
Food Service	2	$ 4,427,346.56	$ 4,427,346.56	$ 1,352,057.11		$ 1,296,163.15	$ 1,779,126.30
Transportation	3	$ 6,176,300.00	$ 6,176,300.00	$ 2,403,462.39		$ 390,785.19	$ 3,382,052.42
Community Ed	4	$ 8,658,980.50	$ 8,658,980.50	$ 2,747,157.61		$ 29,383.35	$ 5,882,439.54
Operating Captial	5	$ 8,394,018.57	$ 8,394,019.57	$ 2,740,187.03		$ 1,264,247.34	$ 4,389,584.20
Building Construction	6	$ -	$ 10,651,653.42	$ 9,672,277.82		$ 979,375.60	$ -
Debt Service Fund	7	$ 24,691,484.56	$ 24,691,484.56	$ 2,568,157.81			$ 22,123,326.75
Trust Fund	8	$ 250,000.00	$ 250,000.00	$ -			$ 250,000.00
Dental Insurance Fund	20	$ 924,000.00	$ 924,000.00	$ 362,517.83			$ 561,482.17
Student Acitivity	79	$ 414,040.00	$ 414,040.00	$ 56,887.63		$ 1,087.12	$ 356,065.25
EXPENSE	**TOTALS**	**$ 158,295,046.30**	**$ 169,016,413.59**	**$ 62,442,210.99**	**$ -**	**$ 6,781,690.04**	**$ - $ 99,792,511.56**

Fin 160 ESSER III	**Expenses**
Program 030 Admin	$ 15,000.00
Program 108 Tech	$ 1,848,862.00
Program 203 Elem	$ 624,320.45
Program 211 Secondary	$ 164,562.52
Program 805 Operations	$ 86,592.41
Program 740 Pupil Engage	$ 67,919.99
	$ 2,807,257.37

Fund 06 Building construction	**Expenses**
debt serv payment/prof serv course 000/000	$ 1,113,211.81
admin owner pymnt course 800	$ 5,547.53
admin design serv course 801	$ 65,645.32
admin constru mngmt course 802	$ 79,906.62
admin commissions course 803	$ 15,076.17
interior surf constr costs course 804	$ 9,125,936.52
admin site services 805	$ 120,957.17
long term lease 806	$ 1,650.00
	$ 10,527,931.14

	Ex Curricular	**Fund 01**
Program 298	Revenue	$ 260,663.65
Program 298	Expense	$ 203,957.25

Fundraisers Reported
November 2022

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
ECFE – Districtwide	ECFE Citywide Advisory Council (parent advisory)	$1,000.00	Duluth Coffee Company sales - Money raised will support bringing The Teddy Bear Band to Duluth in March and classroom materials or fieldtrips.
East HS	Science Fair Club	$430.00	Concession Sales
Homecroft ES	5th Grade	$1,800.00	Wolf Ridge fundraising

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
218.336.8738

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services

FROM: Cathy Holman, Purchasing Coordinator

SUBJECT: BID – 1307 Data Center Colocation Services

DATE: December 2, 2022

Bids for Data Center Colocation Services were advertised in the Duluth News Tribune and sent to four (4) providers of computer and information technology support and service.

One response was received from Involta.

Bart Smith, Manager of Technology and this department reviewed the response.

It is recommended that the proposal as submitted by Involta for the five (5) year maximum bid amount of **$534, 480** be accepted. They anticipate our five (5) year cost will be less than half at $199,260, but would need to award this bid for the maximum amount of **$534,480**.

We anticipate our five (5) year cost will be less than half at $199,260 but need to award this bid for the maximum amount of **$534,480**.

The pricing breakdown for services is listed on the following page and reflects the pricing difference.

Item Description	Per Unit Non-Recurring Cost (NRC)	Per Unit Recurring Monthly Cost (MRC)	Maximum Units	Max MRC	Max Bid Value	Anticipated Units	Anticipated MRC	Anticipated Bid Value	Notes
Colocation Full Cabinet	$0.00	$625.00	4	$2,500.00	$150,000.00	3	$1,875.00	$112,500.00	Three (3) Cabinets
Fiber Pair Cross Connect	$0.00	$111.00	24	$2,664.00	$159,840.00	5	$666.00	$39,960.00	Five (5) Cross Connects
One (1) Kva of Power	$0.00	$156.00	24	$3,744.00	$224,640.00	6	$780.00	$46,800.00	Six (6) Kva of Power
Other Costs	$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	
Total Costs				$8,908.00	**$534,480.00**		$3,321.00	**$199,260.00**	

Duluth
Public Schools

4316 Rice Lake Road, Suite 108
Duluth, MN 55811
www.isd709.org

Memorandum

To: Ms. Jill Lofald / School Board

Ms. Simone Zunich / CFO Executive Director of Business Services

From: Dave Spooner

Manager of Facilities

Date: November 29, 2022

Re: CHANGE ORDER #2 - Congdon Park ES Window Restoration - St Germains Glass Inc. *School Board Approved LTFM FY21-22 Project*

Attached is Change Order #2 for Congdon Park ES Window Restoration Project - St. Germains Glass Inc.

The original contract sum for this work as defined was **$594,822.00**. Change order #1 for a sum of **$68,586.00** resulted in a new sum of **$663,408.00.** Change order #2, which was related to rotted wood nailers that were replaced and efforts to correctly size the reused window shades, both for a sum of **$9245.00**, and which will result in a new contract amount of **$672,653.00.**

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #2 on behalf of the School Board with St. Germains Glass Inc., as authorized at the regular School Board Meeting on December 20, 2022.

The new contract sum for the work defined in the agreement with St. Germains Glass Inc. is **$672,653.00.**

Attachment

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Congdon Park Window Project	Contract For: St. Germain's Glass Inc.	Change Order Number: #2-11/14/2022
3116 E Superior Street, Duluth	Date: 04/05/2021	Date: 11/14/2022
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
ISD#709 Duluth Public Schools	MRJ Consultants, LLC	St. Germain's Glass Inc.
215 North 1st Ave E.	5712 Royal Oaks Dr	212 N 40th Ave West
Duluth, MN 55802	Shoreview, MN 55126	Duluth, MN 55807

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per change order #2 request submitted 11/4/22 and approved by Dave Spooner- ISD #709 during the 2022 project.

St. Germain's letter dated 11/04/22- Time and materials to patch rotting sills and jambs for window installation $3,432.00
St. Germain's letter dated 11/04/2022- Congdon Elementary Shool Window Replacement- Room Shade modifications by Belanger Blinds. $5,813.00

Total Amount of Changes for CO#2- $9,245.00

The original Contract Price was	$	594,822.00
The net change by previously authorized Change Orders	$	68,586.00
The Contract Price prior to this Change Order was	$	663,408.00
The Contract Price will be (increased) by this Change Order in the amount of	$	9,245.00
The new Contract Price , including this Change Order, will be	$	672,653.00

The Contract Time will be (unchanged) by ( ) days.
The new date of Substantial Completion will be TO BE DETERMINED BY ALL PARTIES

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
MRJ Consultants LLC	St. Germain's Glass Inc.	ISD#709 Duluth Public Schools
SIGNATURE	SIGNATURE	SIGNATURE
Mike Johnston- President	Mike McCabe - Sales Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11/18/22	11/23/22	
DATE	DATE	DATE

05 E 435 865 368 520 000

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ST. GERMAIN'S GLASS
212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainsGlass.com

November 4, 2022

MRJ Consultants
Attn: Mike

ISD 709- Dave

Job: Congdon Elementary School Window Replacement

Add: Room Shade Cut Down to fit the new trim
$5813.00 = ($5285.00 Cost x 10% OH&P)

Thank you,

Mike McCabe
St. Germain's Glass Co

ST. GERMAIN'S GLASS
212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainsGlass.com

11/04/2022

MRJ Consultants

Att: Mike

ISD 709 - Dave

Job: Congdon Elementary School – Duluth, MN

Time and Materials to patch rotting sills and jambs for window replacements

$2640.00 - Labor – 30 hours total at $88.00 per hour

Mockup week - 8 hours figuring out plan of action,getting materials, fixing sills and jambs on first 3 windows

Week 1 – 4 sills on bottom row of windows 2 hours each to equal 8 hours

22nd of June – 2 sills replaced at 2 hours a piece total 4 hours

5th of July – 1 sill at 2 hours and 1 sill and all jambs replaced at 4 hours totaling 6 hours

6th of July – 2 sills at 2 hours each for 4 total hours

$480.00 – Materials after tax
12 treated 2x8's
Sealants, anchors, foam

$312.00 – Overhead, fuel surcharge, misc time

Total: $3432.00

Thank you,

Mike McCabe
St. Germain's Glass Co.

ICS ISD 709 Duluth Public Schools	**ISD #709** 600 **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report November 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - The Final Client Occupancy inspection took place.
  - Fire and Access monitoring panel was installed.

- The Public Roadway/DSC/Transportation project construction progress:
  - Interior metal stud framing completed on the 1st level at the DSC building.
    - Drywall installation continues throughout.
  - Duct work installation continued on the 1st & 2nd level at the DSC building.
  - Final HVAC duct connections were made to the Mechanical equipment for the DSC building.
  - The roof drains were tied into the storm water line at the DSC building.
  - Low voltage rough ins commenced at the DSC building.
    - This is for door access control and smoke alarms.
  - Plumbing, electrical, and fire suppression rough ins have been ongoing at the DSC building.
  - Area A (Administration) roof work has continued at the Transportation building.
  - The CIP slabs in the Wash Bay, Service Bay, and Tool storage area were poured.
  - Door frame installation commenced at the Transportation building.
  - The Bus Garage siding installation was completed.
  - The storm and sewer installation continued at the Transportation loop road.

- Demolition of Central High School:
  - Demolition commenced and has been ongoing.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
  a. Facilities:
     i. The district will receive Final Certificate of Occupancy.

  b. DSC/Transportation/Roadways:
     i. Drywall installation will continue throughout.
        1. Coating to follow.
     ii. HVAC duct installation will continue throughout at the DSC building.
     iii. Fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
     iv. Underground MEP work will continue at the Transportation building (office area).

v. Storm and sewer installation will continue at the Transportation loop.
vi. The remaining sidewalk areas to be prepped and poured.
vii. Door frame installation to be completed at the Transportation building.
viii. Glazing & Door Frame installation will commence at the DSC building.

c. Demolition of Central High School:
    i. Demolition to continue throughout the month of December.

ISD 709 Duluth Public Schools

ICS

Printed on Fri Dec 2, 2022 at 12:46 pm CST

602

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

Description

Transportation Building Door Frame Installation

Taken Date	Uploaded By
11/28/2022 at 09:06 am	Jason Johnson

Upload Date	File Name
11/28/2022 at 09:06 am	F25F4B0B-C9FF-419A-90A7-01AC...

Description

DSC - Exterior Sheathing Installation

Taken Date	Uploaded By
11/28/2022 at 09:05 am	Jason Johnson

Upload Date	File Name
11/28/2022 at 09:05 am	DCFED946-93F7-4B3B-923C-F26...

Description

DSC - 2nd Floor Drywall Installation

Taken Date	Uploaded By
11/23/2022 at 09:17 am	Jack Carlson

Upload Date	File Name
11/23/2022 at 09:17 am	CFD71145-2225-45FF-BC63-7AC5...

Description

Central HS Demolition - East Side

Taken Date	Uploaded By
11/21/2022 at 10:01 am	Donny Hines

Upload Date	File Name
11/23/2022 at 09:13 am	20221121_100101.jpg

Description

Central HS Demolition - Southeast Side

Taken Date	Uploaded By
11/21/2022 at 09:58 am	Donny Hines

Upload Date	File Name
11/23/2022 at 09:14 am	20221121_095857.jpg

Description

DSC - 1st Floor Framing Installation

Taken Date	Uploaded By
11/18/2022 at 02:07 pm	Nathan Norton

Upload Date	File Name
11/18/2022 at 02:08 pm	5CB3E1DB-2D9F-403D-BFDD-BC1...

Description

Bus Garage Siding Installation

Taken Date	Uploaded By
11/18/2022 at 01:07 pm	Nathan Norton

Upload Date	File Name
11/18/2022 at 01:08 pm	70F9AB2E-9955-4020-86CB-46E0...

Description

Storm Water Installation East of DSC

Taken Date	Uploaded By
11/17/2022 at 02:24 pm	Austin May

Upload Date	File Name
11/17/2022 at 02:28 pm	0F1DB18B-0737-400D-A414-141...

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

December 5, 2022

John Magas
Superintendent of Schools

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

Simone Zunich
Executive Director of Finance & 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"

- Pending

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
November 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
Per Mar Security Services	$1,261.88	Facilities (DR)	Security services for DSC construction site
Per Mar Security Services	$500.00	Facilities (DR)	Installation of CCTV Video Cradle Point
Per Mar Security Services	$4,500.00	Facilities (DR)	CCTV Service Agreement – Intelligent Video Monitoring (IVM)
Sinnott Contracting, LLC	$36,282.00	Facilities (DR)	Replacement of basketball courts at Lowell ES
AIM Electronics	$23,135.00*	Facilities (DR)	Replacement of Duluth East outdoor baseball scoreboard
Beth Shermoen	$250.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Peggy Carlson	$200.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Ann Robertson	$200.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Brent Wetzel	$250.00	TLE (DR)	Training for staff development day Nov. 7, 2022
Happy Time Daycare Center	$3,822.00*	Special Services (DU)	Providing services for student IEP

Happy Time Daycare Center	$2,205.00*	Special Services (DU)	Providing services for student IEP
Regents of the UofM	$3,500.00*	Curriculum (DU)	One, full-day workshop on Dec. 7, 2022
Joseph Montano Sr.	$5,250.00*	Am. Indian Edu (DR)	Providing culturally responsive curriculum and activities
Mary Moose	$5,250.00*	Am. Indian Edu (DR)	Providing culturally responsive curriculum translations and lesson plans alongside Misaabekong staff
Ian Proulx	$4,500.00*	Am. Indian Edu (DR)	Cultural drum and singing presentation
Frank Montano	$2,500.00*	Am. Indian Edu (DR)	Providing cultural opportunities for the Am. Indian Edu Dept., districtwide, through storytelling and music performances
Brian Stillday Jr.	$6,000.00*	Am. Indian Edu (DR)	Cultural drum and singing presentation
Anya Hulsebus	$480.00*	Office of Education Equity (DR)	Assisting with implementation of Chinese after school program
Tiffany Fenner	$375.00*	Office of Education Equity (DR)	Provided six classroom presentations
Chi Ma'iingan	$540.00*	Office of Education Equity (DR)	Provided three classroom presentations
Chashm Zahra	$480.00*	Office of Education Equity (DR)	Providing lessons for Chinese after school program
Blackboard | Finalsite	$1,890.00*	Communications Officer (DR)	Addendum increasing price of new website implementation by $1,890.00 for a total of $42,404.27
Frontline Education	$99,495.00*	Finance (DU)	Purchase of a 5-year budget forecasting model
3 Owls	$2,500.00*	ECFE | ECSE (DR)	Addendum to increase the total cost for 3 Owls contract – NTE amount was $4,500.00 and is not at $7,000.00
Lake Superior College	$160.00*	ECFE | ECSE (DR)	Room rental for two staff meetings taking place at LSC
3D Institute	$8,925.00*	East/Denfeld Athletic Directors (DR)	Virtual professional development training for ISD 709 coaches
Wolf Ridge	$10,320.00*	Lakewood ES (DU)	5th grade field trip for 60 students Feb 13-15, 2023

Booster	$500.00*	Stowe ES (DR)	Assistance in fundraising (paid for by student activity funds)
Mark Fleischer	$1,500.00*	East HS (DU)	Sports PA announcer and scoreboard operations
DECC	$2,820.00*	East HS (DU)	East High School Holiday Concert

PER MAR SECURITY SERVICES
Since 1953

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"): ISD #709 Duluth Public Schools **Billing Address:** 4210 Airpark Blvd **Billing City, State, ZIP:** Duluth MN 55811 **Contact Name:** Dave Spooner **Phone Number:** 2183430275	**Site Name ("Premises"):** ISD #709 Duluth Public Schools - Facilities Management **Site Address:** 802 E Central Entrance **Site City, State, ZIP:** Duluth MN 55811-5 **Email Address:** david.spooner@isd709.org **Salesperson:** 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:
Burglary - PER MAR Owned Fire - PER MAR Owned	Monitoring Open/Close with Schedule Radio Supervisory Other: Test Time Reports, Service on panel

INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: (Plus applicable taxes)	$1,261.88	Monthly Service Charge: (Plus applicable taxes)	$105.00
Deposit Due at Signing:	$0.00	Initial Term:	12 Months
Balance Due Upon Completion:	$1,261.88	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

1- V128FBPT (Install in Maintenance Closet) 1 - LTE Fire Radio (Connect to Panel for communication) 1 - Zone Expander * Connect to termination block for all door contacts & fire zones

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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.

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.

9. 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

10. 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.

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.

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.

12. 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.

13.

14.

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. 611

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: _____ MANAGER OF FACILITIES 11/3/22

SIGNATURE **TITLE** **DATE**

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: _____ Date: _____

System installed and operative this _____ day of _____, 20_____.

PER MAR SECURITY SERVICES
Since 1953

Per Mar Security Services
1910 E. Kimberly Rd.
Davenport, IA 52807
(563)359-3200
612
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 - STC Main IVM
Billing Address:	**Site Address:**
215 N 1st Ave E	802 E Central Entrance
Billing City, State, ZIP:	**Site City, State, ZIP:**
Duluth MN 55802	Duluth MN 55811-5
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 - PER MAR Owned	CCTV Service Agreement Other: Video Cradle Point

INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: (Plus applicable taxes)	$500.00	Monthly Service Charge: (Plus applicable taxes)	$125.00
Deposit Due at Signing:	$0.00	Initial Term:	6 Months
Balance Due Upon Completion:	$500.00	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: Cradle Point for STC IVM Camera Customer has Wi-Fi: No Devices needing Remote Viewing: 1 Existing building: Yes - Under Construction New construction: No Ceiling type: Open Server type: Machine On-Site System currently operational: No 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 - STC Main IVM 802 E Central Entrance Duluth MN 55811-5541 Sale type: New System type: CCTV Lift equipment needed: 12 ft Ladder Site work orders: 1

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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. 618
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.
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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: John Magas 8C3FA7AD6E9C4DF...	Superintendent	8/18/2022
	SIGNATURE	**TITLE**	**DATE**

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: Susan M Richards Date: 9/1/2022

System installed and operative this 30th day of September, 20 22.

DS
LS

PER MAR SECURITY SERVICES
Since 1953

Per Mar Security Services
1910 E. Kimberly Rd.
Davenport, IA 52807
(563)359-3200
614
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 - STC Main IVM
Billing Address:	**Site Address:**
215 N 1st Ave E	802 E Central Entrance
Billing City, State, ZIP:	**Site City, State, ZIP:**
Duluth MN 55802	Duluth MN 55811-5
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)	$4,500.00	Monthly Service Charge: (Plus applicable taxes)	$185.00
Deposit Due at Signing:	$0.00	Initial Term:	24 Months
Balance Due Upon Completion:	$4,500.00	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 - Additional Cam 1 - OpenEye 4TB Recorder 1 - Sightlogix Thermal Cameras (See Map) 1 - Wall Brackets 1 - Speaker *System will be installed at STC Main to over look E Parking lot near Old Central High Customer has Wi-Fi: No Devices needing Remote Viewing: 1 Existing building: Yes - Under Construction New construction: No Ceiling type: Open Server type: Machine On-Site System currently operational: No 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 - STC Main IVM 802 E Central Entrance Duluth MN 55811-5541 Sale type: New System type: Intelligent Video Monitor Lift equipment needed: 12 ft Ladder Site work orders: 1

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. 615
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: John Magas RC3EA2A06E9C40E	Superintendent	8/18/2022
	SIGNATURE	**TITLE**	**DATE**

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: Hope M Newton Date: 8/26/2022

System installed and operative this 30th day of September, 2022.

DS LS

DocuSign Envelope ID: CDFACC1C-E713-4C4B-8E8D-F43A2B84D108

Sinnott Contracting, LLC

PO Box 16205
Duluth, MN 55816

Phone: (218) 626-1822
Fax: (218) 740-3465

To:	Duluth Public School IDS 709	**Contact:**	Dave Spooner
Address:	215 North 1st Avenue E	**Phone:**	218-343-0275
	Duluth, MN	**Fax:**	
Project Name:	Lowell Courts	**Bid Number:**	
Project Location:	2000 Rice Lake Road, Duluth, MN	**Bid Date:**	8/4/2022

Thank you for the opportunity to quote on your project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove Existing Blacktop, Furnish/Install 12" CV Class #5 With Geotextile Fabric, Furnish/Install 3.0" Compacted MN Spec Bituminous	2,444.00	SF	$9.25	$22,607.00
2	Layout And Stripe 2.0" Court Lines	1.00	LS	$800.00	$800.00
3	Site Restoration	1.00	LS	$1,500.00	$1,500.00
4	Hoop Installation, Hoops Provided By Others	1.00	LS	$2,600.00	$2,600.00
				Total Price for above Items:	**$27,507.00**
Concrete Sidewalk Contingency					
5	Remove/Replace Concrete Sidewalk Contingency	45.00	SY	$195.00	$8,775.00
				Total Price for above Concrete Sidewalk Contingency Items:	**$8,775.00**

Total Bid Price: $36,282.00

Notes:

- **"ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRUBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE"**
- All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Sinnott Blacktop, LLC will not be held liable for damage caused by weather, unlocated power wires, or heavy equipment crossing existing pavements or concrete.

Payment Terms:

All overruns to be paid at the unit price above.
Sinnott Contracting, LLC. proposal shall become an integral document to any subcontract agreement.

This quote is effective for 2022 Season only if signed and returned to our office within fifteen days after Quote Date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: John Magas DocuSigned by:

Signature: John Magas BC3FA7AD6E9E40F...

Date of Acceptance: 8/18/2022

CONFIRMED:

Sinnott Contracting, LLC

Authorized Signature: Jon Mercier DocuSigned by: C1E153E71487432...

Estimator: Jon Mercier
JonM@sinnottblacktop.com
8/18/2022

DocuSigned by:
Laurie Smith-Trimble
8B83FDEBB04F4D8...

AIM ELECTRONICS Inc.
10250 Valley View Road, Suite 147
Eden Prairie, MN 55344
Phone: 952-941-9830
Web: www.aimele.com

David J. Spooner,
Shawn Roads,

Duluth East High School
Price Quotation
October 17, 2022

Daktronics Outdoor Baseball Scoreboard

DESCRIPTIONS	Quant.	Unit	Total
1. Daktronics BA-2030-21 (LED) Deluxe Baseball Scoreboard. Includes AS-5010 console controller, border stripe, Wireless control, battery pack, team name And carry case. Size (6'-6" h x 20' w x 8" d)	1	13,250	$13,250
2. ID/Sponsor panel 30"H x 20'W non backlit Includes initial artwork with order.	1	2,105	2,105
Shipping			850
Installation and training*			6,425
		Total	~~$22,630~~

w/ Bluetooth option $23,135.00 CH

*Prices includes removal of existing scoreboard, adding extensions to existing pole, mounting new scoreboard on existing poles, mounting panel, test out and training.
School responsible for existing structure supporting new scoreboard.
Electrical diseonnect and reconnect is responsibility of customer and must be installed by licensed electrician.

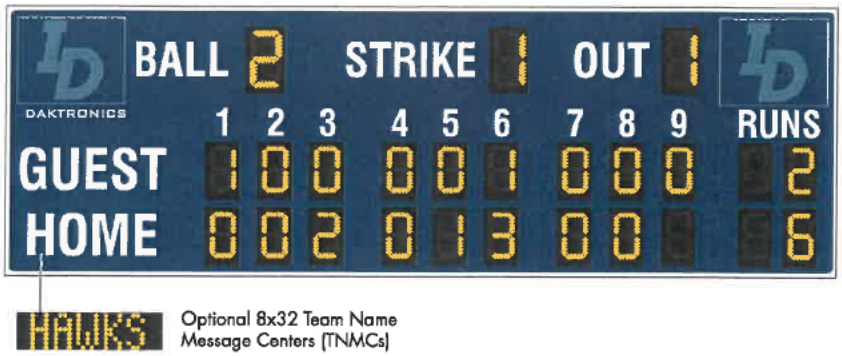
Options
MX-1 Blue Tooth control $505

Other Information
Warranty (5) five years
Lead time (24-26) weeks
Payment 30% with order; balance due net (30) thirty days
Prices valid (60) sixty days
Prices do not include MN State and City Sales Taxes
Sales Taxes will be added to invoices unless ST-3 Forms are provided at time of order

Brian Grandstrand
AIM Electronics, Inc.

Simone Zunich
Duluth Public Schools Executive Director

DAKTRONICS BA-2030 PRODUCT SPECIFICATIONS



Optional 8x32 Team Name Message Centers (TNMCs)

This outdoor LED baseball/softball scoreboard displays HOME and GUEST team scores for up to nine innings, total RUNS to 99, BALL to three, STRIKE to two and OUT to two. Scoreboard shown with optional striping and amber PanaView® digits.

		VINYL CAPTIONS (STANDARD)	TNMCS & VINYL CAPTIONS
POWER (120 VAC)*	Red/Amber Digits	230 Watts, 2.0 Amps	300 Watts, 2.5 Amps
	White Digits	500 Watts, 4.2 Amps	660 Watts, 5.5 Amps
UNCRATED WEIGHT		600 lb (272 kg)	680 lb (308 kg)
DIMENSIONS		6'-6" H x 20'-0" W x 8" D (1.98 m, 6.10 m, 203 mm)	

**Scoreboard requires a dedicated circuit. Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).*

DIGITS

- BALL, STRIKE and OUT digits are 18" (457 mm) high. All other digits are 15" (381 mm) high.
- Select red, amber, or white LED digits. Scoreboard may instead have mixed LED digit colors (see DD1965467).
- Scoreboard features robust weather-sealed digits (see DD2495646).
- Digits may be dimmed for night viewing.

DISPLAY COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION

Alcoa aluminum alloy 5052 for excellent corrosion resistance

CAPTIONS

- HOME and GUEST captions are 12" (305 mm) high. BALL, STRIKE and OUT captions are 10" (254 mm) high. All other captions are 8" (203 mm) high.
- Standard captions are vinyl, applied to the display face.
- Optional TNMCs are 10.6" (269 mm) high.

PRODUCT SAFETY APPROVAL

ETL-listed to UL 48, tested to CSA standards, and CE-labeled

OPERATING TEMPERATURES

- Display: -22° to 122° Fahrenheit (-30° to 50° Celsius)
- Console: 32° to 130° Fahrenheit (0° to 54° Celsius)

WWW.DAKTRONICS.COM E-MAIL: SALES@DAKTRONICS.COM

201 Daktronics Drive, PO Box 5128, Brookings, SD 57006
Phone: 1-800-325-8766 or 605-692-0200 Fax: 605-697-4746

DAKTRONICS BA-2030 PRODUCT SPECIFICATIONS

CONTROL CONSOLE	CONTROL OPTIONS
All Sport® 5000 (see SI-03991)	***Wired (standard):*** Two-pair shielded cable of 22 AWG minimum is required. A cover plate with mounted connector and standard 2" x 4" x 2" (51 mm x 102 mm x 51 mm) outlet box is provided. Connector mates with signal cable from control console. ***Wireless (optional):*** 2.4 GHz spread spectrum radios feature 64 non-interfering channels and 8 broadcast groups (see SI-04370).
DAK Score & MX-1 (see DD3888368)	CUSTOMER-SUPPLIED mobile device or tablet with DAK Score app installed communicates via **Bluetooth®** wireless technology to an MX-1 Interface Box that controls the scoreboard through 2.4 GHz radio or wired connection.

MOUNTING

Scoreboard is typically mounted on two vertical beams or poles. Hardware to mount scoreboard on two beams is included; hardware for more beams is at additional cost. Standard mounting uses I-beam clamps. Optional mounting method using angle brackets is also offered; maximum beam width is 12" (305 mm) and maximum beam depth is 22" (559 mm). Refer to attached drawings for more information on mounting methods.

SERVICE ACCESS

Digit panels and electronics are serviced from the front of the scoreboard.

GENERAL INFORMATION

Scoreboard provides scoring capabilities for two teams. 100% solid state electronics are housed in an all aluminum cabinet. Scoreboard is shipped in one section. Scoreboard power is to be provided on a dedicated circuit to prevent loss of game information due to failure of another component on the circuit. Specifications and pricing are subject to change without notice.

OPTIONS & ACCESSORIES

- Scoreboard border striping
- Multiple caption and striping colors (see DD2101644)
- Team name caption in place of HOME *
- Team names on changeable panels *
- Programmable Team Name Message Centers (see DD1696958)
- Two 2'-1" (635 mm) tall x 2'-7" (787 mm) wide logo/sponsor areas. Copy is applied to the display face.
- Individual digit protective screens (see SI-04939)
- Protective netting (see DD2690927)
- Optional angle bracket mounting method
- Advertising/identification panels
- Decorative accents
- Electronic message centers and video displays in multiple sizes

** Not available with TNMCs*

ADVERTISING/IDENTIFICATION PANELS

Backlit & Non-Backlit:

1'-6" H x 20'-0" W (457 mm, 6.10 m)
2'-0" H x 20'-0" W (610 mm, 6.10 m)
2'-6" H x 20'-0" W (762 mm, 6.10 m)
3'-0" H x 20'-0" W (914 mm, 6.10 m)

For additional non-backlit panel sizes, see SI-03761.

FOR ADDITIONAL INFORMATION

- Installation Specifications: DWG-1157190 (attached)
- Standard I-beam Mounting: DWG-1052565 (attached)
- LVX I-Beam Mounting: DWG-3918361 (attached)
- Optional Pole Mounting: DWG-1048184 (attached)
- Component Locations: DWG-1125034 (attached)
- Architectural Specifications: See DD2467060

The Bluetooth® word mark and logos are registered trademarks owned by the Bluetooth SIG, Inc. and any use of such marks by Daktronics, Inc. is under license.

WWW.DAKTRONICS.COM E-MAIL: SALES@DAKTRONICS.COM

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Martin Senour® is a registered trademark of its owner.
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DAKTRONICS

ISD 709 Duluth Public Schools

Kimberly LeDoux <kimberly.ledoux@isd709.org>

Fwd: Letter of Intent (Duluth East Baseball)

1 message

David Spooner <david.spooner@isd709.org> Thu, Nov 10, 2022 at 11:19 AM
To: Simone Zunich <simone.zunich@isd709.org>
Cc: Brett Mensing <brett.mensing@isd709.org>, Kimberly LeDoux <Kimberly.Ledoux@isd709.org>

Hello,

Please find attached the letter of intent for funding the extra cost for the "better" or the desired scoreboard.

Thanks!

Dave

David J. Spooner, C.P.E.
Manager of Facilities
Mail to: 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811
Phone: 218.336.8700 X-3232 - Cell: 218.343.0275

ISD 709 Duluth Public Schools

---------- Forwarded message ---------
From: **Shawn Roed** <shawn.roed@isd709.org>
Date: Thu, Nov 10, 2022 at 10:11 AM
Subject: Fwd: Letter of Intent (Duluth East Baseball)
To: David Spooner <david.spooner@isd709.org>, Christopher Siljendahl <christopher.siljendahl@isd709.org>

---------- Forwarded message ---------
From: **Maglina Lubovich** <maglina.lubovich@gmail.com>
Date: Thu, Nov 10, 2022 at 9:52 AM
Subject: Letter of Intent (Duluth East Baseball)
To: shawn.roed@isd709.org <shawn.roed@isd709.org>

Hi, Shawn:

Please accept this email as our letter of intent on behalf of the Duluth East Baseball Booster Club, confirming that we will pay $12,080 plus options for the new scoreboard when it is installed.

Thank you,
Maglina Lubovich
Booster Club Rep.
Duluth East Baseball

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

AGREEMENT

THIS AGREEMENT, made and entered into this 24th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Beth Shermoen, 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 October 24, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for two (2) presentations, 60 minutes each, groups to include: paraprofessional staff. The topic will be:

Student Stress, Trauma and Triggers
Behavior is a message...Our Response Matters

The breakout sessions will be
11:40 - 12:50 pm Session 1
1:00 - 2:10 pm Session 2

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $250 (two hundred fifty and 00/100) for two presentations. District agrees to reimburse the contractor for mileage to and from International Falls at the current Internal Revenue Service rate.

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: Heather Harvick, 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.

B Sheromoen / KJEM Education — 11/2/22

Contractor Signature - Beth Sheromoen — SSN/Tax ID Number — Date

Anthony Bonds — 11/9/22

Program Director - Anthony Bonds — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

11/14/22

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

AGREEMENT

THIS AGREEMENT, made and entered into this 19th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Peggy Carlson, 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 October 20, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for five (5) presentations, 30 minutes each, groups to include: Paraprofessional staff. The title of the breakout sessions will be *Taking Care of Yourself through Pilates*, this Professional Development may include techniques on Self Care and Mental Health.

The breakout schedule sessions for the day is as follows:
Mini Session 1: 11:40 - 12:10 pm
Mini Session 2: 12:20 - 12:50 pm
Mini Session 3: 1:00 - 1:30 pm
Mini Session 4: 1:40 - 2:10 pm
Mini Session 5: 2:20 - 2:50 pm

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $200 (two hundred and 00/100) plus mileage at the current Internal Revenue Rate of .625 per mile.

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: Heather Harvick, 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.

Margaret Carlson (Peggy) [redacted] 11/2/22

Contractor Signature - Peggy Carlson SSN/Tax ID Number Date

Anthony Bonds 11/9/22

Program Director - Anthony Bonds Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 11/14/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd Day of November, by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Roberston, 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 November 3, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. The performance will include two (2) 60 minute sessions, and one 30 minutes session on *Yoga for our Paraprofessionals*. The breakout schedule sessions for the day is as follows:

Block #1 11:40 am - 12:40 pm
Block #2 1:00 pm - 2:00 pm
Block #3 Mini Session 5: 2:20 pm - 2:50 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $200 (two hundred and 00/100).

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: Heather Harvick, 4316 Rice Lake Rd, Suite 103, 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.

Ann M. Robertson [redacted] Nov 3, 2022

Contractor Signature - Ann Robertson SSN/Tax ID Number Date

Anthony Bonds Nov. 9, 2022

Program Director - Anthony Bonds Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 11/14/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzel, 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 October 15, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for three (3) presentations, 60 minutes each, groups to include: Paraprofessional staff. The title of the breakout sessions will be *Flurning - Incorporating Play into Learning*.
The breakout schedule sessions for the day is as follows:

11:40 - 12:40 pm Breakout session 1
12:40 - 12:50 Break
12:50 - 1:50 pm Breakout session 2
1:50 - 2:00 pm Break
2:00 - 3:00 pm Breakout session 3

3. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed $250 (two hundred fifty and 00/100) for all three presentations and all materials necessary for the sessions.

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: Heather Harvick, 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.

Contractor Signature - Brent Wentzel [redacted] SSN/Tax ID Number — Date 10/15/22

Program Director / Anthony Bonds — Date 11/9/22

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date 11/14/22

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 14, 2022 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is November 14, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 72 Days (attending 3 days per week. The District will pay 3 days per week @ $147.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 $147.00 per week and $3,822.00 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 108, 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 Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kellei M Thomas — Contractor Signature
41-0956465 — SSN/Tax ID Number
11/15/22 — Date

Jason Clare — Program Director
11/10/22 — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	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

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

11/14/22 — Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 7, 2022 and shall remain in effect until March 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is October 7, 2022 and shall not extend beyond March 2, 2023; the contract not to exceed a total of 40 Days (attending 3 days per week. The District will pay 3 days per week @ $147.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 $147.00 per week and $2,205.00 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 108, 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 Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — SSN/Tax ID Number: 41-0956465 — Date: 11/3/22

Program Director — Date: 10/31/22

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 11/2/22

Regents of the University of Minnesota ("University")
Short Form Services Agreement

Department Name: Center for Applied Research and Educational Improvement		**Customer Name:** Duluth Public Schools; ISD 709
Customer Address: 4316 Rice Lake Rd., Suite 108; Duluth, MN 55811		
Phone:	**Fax:**	**Email:** nd.cindy.upton@isd709.org
Dept. ID No.: 11250	**I/ESAF No.:** 1696	(No contract assigned) Do not send to External Sales)
Term Start Date: October 28, 2022		**Term End Date:** December 7, 2022
Description of Services: One, full-day workshop on December 7, 2022, 8:00 a.m. - 3:00 p.m., covering PRESS tier 2 intervention review and progress monitoring (one presenter; max 50 participants). Additional materials fees for PRESS resources (PRESS Intervention Manual, $75 each and PRESS Community Website Subscription, $75 each) will be billed as needed.		
Provide details and pricing (or enter "see attached Exhibit A"): $3,500 presentation and travel fees		
Check One: Single Sale ☒ Repeating/Multiple Sale ☐		
	Price per Service:	$3,500.00
	Sales and Use Tax (if applicable):	$
	TOTAL Compensation:	$3,500.00

1. **What the University Will Provide.** Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. **What You Will Receive.** You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. **Exclusive Terms and Conditions.** These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. **Ownership of Materials and Presentation.** With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. **Disclaimer of Warranty and Liability.** WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. **Indemnification and Insurance.** You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than $1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. **Applicable Law and Jurisdiction.** Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

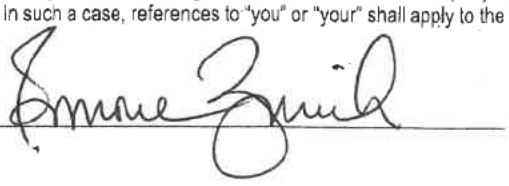
8. **Use of University Name.** Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University

Signature: _____

Customer

Signature: 

FORM: OGC-SC109
Form Date: 08.30.12
Revision Date: 11.15.21

Print Name: Kim Gibbons
Title:Director
Date:

Print Name: Simone Zunich, Exec. Dir. Of
Title: Finance and Business Services
Date: 11/7/22

Budget Code
01 E 012 030 000 305 030

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as organizing the round dance, moccasin game teachings and hand drum workshops.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of $75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 $.62/mile

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public

Schools, Attn: American Indian Education Office 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: **Joseph Montano Sr.;** 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

	[redacted]	11-7-2022
Contractor Signature	SSN/Tax ID Number	Date
		11/7/2022
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

__X___ Check if the contract will be paid using District funds and enter the budget code in

the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

	11/8/22
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Moose, 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as first language speaker of Ojibwemowin to provide culturally responsive curriculum translations and lesson plans alongside the Misaabekong staff.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of $75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 $.62/mile

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office 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 Moose;** 42858 Crooked Creek Rd. Hinckley MN. 55737

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]

Contractor Signature SSN/Tax ID Number Date

Program Director 11/7/2022 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

__X___ Check if the contract will be paid using District funds and enter the budget code in

the top line below (enter in blank spots following the example).

01	E	005	105	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair Date 11/8/22

AGREEMENT

THIS AGREEMENT, made and entered into this 10 th day of October , 20 22 , by and between Independent School District #709, a public corporation, hereinafter called District, and Ian Proulx , 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 October 10, 2022 and shall remain in effect until June 30, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(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 $ 75.00 hourly and $ 4500.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education Department, 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) 3140 Ditchbank Rd. Cloquet, MN 55720

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 10/28/22 Date

Program Director 11/2/2022 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 11/14/22 Date

Contract Description Attachment for: Ian Proulx / Drummer and Singer

The purpose of the contract is to retain the services of the Drum and singers for cultural presentations. The presentations will support the American Indian Education program plan and goals. Ian Proulx will provide the drum and singing services for cultural presentaions.

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Montano, 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide culturally responsive activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as storytelling and music performances.

3. **Background Check.** *N/A* – will not be working with students on an individual basis (past practice reviewed) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $2,500.00 (Two-thousand five hundred dollars) at a rate of $75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 $.62/mile

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office. 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: **Frank Montano** PO BOX 305 Bayfield, WI 54814

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.

Francisco Montano — [redacted] — 11/9/22

Contractor Signature — SSN/Tax ID Number — Date

D Washington — 11/10/2022

Program Director — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[signature] — 11/14/22

CFO / Superintendent of Schools / Board Chair — Date

Duluth Public Schools

Brett Mensing <brett.mensing@isd709.org>

Re: Contract with Frank Montano

1 message

Binesiikwe <edith.washington@isd709.org> Mon, Nov 14, 2022 at 11:38 AM
To: Brett Mensing <brett.mensing@isd709.org>
Cc: Olivia Kinsley <olivia.kinsley@isd709.org>

Aaniin,

We normally do not do back ground checks for individuals who will not be working independently with students. Frank will be doing all school assemblies or classroom presentations.

On Mon, Nov 14, 2022 at 10:44 AM Brett Mensing <brett.mensing@isd709.org> wrote:

> Hi Binesiikwe,
>
> Simone and I were reviewing contracts this morning and she had a question on the agreement with Frank Montano.
>
> Is it normal to not go through with a background check for some individuals we contract with?
>
> She's just looking for some additional information before signing the contract.
>
> Any help would be appreciated!
>
> Thanks!
>
> *Brett*
>
> **Brett S. Mensing**
> Business Services Coordinator | Executive Assistant to the CFO | Election Clerk
> Independent School District #709 | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811
> **Email:** brett.mensing@isd709.org | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773
> **Hours:** 7:30 a.m. - 4:00 p.m.
>
> ***Please note our new address.***
>
> Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

--

Edye Binesiikwe Washington
Coordinator of American Indian Education Department
& Founder of Misaabekong Ojibwe Immersion Program
edith.washington@isd709.org
(218)336-8700 ext. 1152

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

AGREEMENT

THIS AGREEMENT, made and entered into this _15th_ day of _November__ , 2022_ , by and between Independent School District #709, a public corporation, hereinafter called District, and _____Brian Stillday Jr._____, 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 _November 15, 2022_____ and shall remain in effect until _____June 30, 2023_ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)* will not be working independently w/ students
Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 100.00 hourly and $ 6000.00___ in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_Duluth American Indian Education__ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____524 Hammond Ave. Superior WI, 54880_____ .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | [redacted] SSN/Tax ID Number | 11-15-22 Date

Program Director | 11/16/2022 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	105	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 11/17/22 Date

Contract Description Attachment for:
Brian Stillday Jr. / Drummer and Singer

The purpose of the contract is to retain the services of the Drum and singers for cultural presentations. The presentations will support the American Indian Education program plan and goals. Brian Stillday Jr. will provide the drum and singing services for cultural presentaions.

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and 306 13 Oakland Ctr Duluth, MN 55812, an independent contractor, hereinafter called Contractor. Anya Hulsebus

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 11/1/22 and shall remain in effect until 4/29/23, 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)*

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 $ 20 hourly and $ 480 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: Nate Smith, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 308 B Oakland Cir 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.

Contractor Signature [redacted] SSN/Tax ID Number 10/21/22 Date

Program Director 10-31-22 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair Date

Proposal for Chinese After-school Program

Mission

The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

Background

According to scientific research, learning another language helps students improve learning, social, and emotional abilities and skills. Exposure to another culture through its language helps improve students' problem-solving strategies as well. The language skills will provide more opportunities to students' future careers.

Scientists also proved that learning Chinese makes students smarter in reading and building geometric concepts since Chinese language is different from alphabetical languages in utilizing both the left and right sides of human brains.

Chinese language learning has witnessed a rapid growth in tendency in the U.S. and throughout the world. Chinese language programs and student exchange programs have a long history in Minnesota. 7% out of the total amount of students enrolled in Chinese in Minnesota, which has paved a path for student success.

We have established after school Mandarin Clubs in Lowell and Laura McArthur Elementary schools for several years. These clubs are popular among students and parents with ultimate numbers within classroom capacity. Students have shown great interest in learning Chinese language and culture.

Calligraphy Contests held in the past five years received excellent feedback. Students, parents, and community members enjoyed the chance to learn through calligraphy more about Chinese culture. This annual event has become a great benefit to all participants.

In 2019, "Go Explore China", the cultural series talks and activities were held at Lowell Elementary School. This program teaches students to use positive thinking methods to show what students are proud of in their lives. The talks attracted over 200 students, parents, and community members.

Goal

The best strategy is to start small and go sustainable. We are proposing an after school Mandarin club with Chinese learning to a group of 15-20 students. Students will have 10-12 times of language and culture exploration a school year. Students will learn to speak and write basic Chinese sentences, such as numbers, greeting words and colors. Students will also get access to Chinese cultures through activities and songs.

Sources

Integration Specialist at Lowell Elementary School have kept good relationships with Confucius Institute at St. Cloud State University. This specialist will also partner with UMD Chinese Area Studies program, and UMD professors for Chinese language teacher recruiting and intern support.

Estimate Budget

Stipend for hourly instructors based on 12 lessons
$20/hour/each person*2 instructors (UMD Mandarin Major Students)
Estimate total hours with prep time: 2 hrs*2 persons*12 times =48 hrs
Cultural activity supplies (snacks+calligraphy sets+calligraphy paper+books): $600
Estimate Budget: $20*48 hrs+$600 =$1560

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner, 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: *Payment for hands-on SEL learning activity for grades kindergarten and first grade.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 2, 2022 and shall remain in effect for that day , 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.** 6 classroom presentations (30 minutes/class) plus two hours of project creation preparation and two hours of materials preparation for a total of 7.5 hours.

3. **Background Check. **Contractor has valid background check completed with the ISD 709****

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 $375 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Catherine Erickson, 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 Tiffany Fenner.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11-2-22 Date

Program Director 11-15-22 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	440	313	305	325
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair 11/22/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Chi Ma'iingan, 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: *Payment for three classroom presentations with included hands-on learning activity.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 9, 2022 and shall remain in effect for that day , 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.** 3 classroom presentations plus one hour of additional preparation time for a total of 3 hours.

3. **Background Check. **Contractor has valid background check completed with the ISD 709****

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 hourly and $450 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Catherine Erickson, 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 Chi Ma'iingan.

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.

Chi Ma'ungaua [redacted] 11-09-22

Contractor Signature SSN/Tax ID Number Date

Nathan Smith

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	540	203	313	305	324
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

Jennine Zunich 11/22/22

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this Oct day of 19, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Chastonie Zahra, 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 Start of Spring Semester and shall remain in effect until the end of Semester unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *The Mandarin instructors will be UMD Mandarin major students and a native speaker. Lessons and activities will include counting numbers, greetings, vocabulary, writing Chinese characters, games, songs and Chinese folktales.*

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 $ 20 hourly and $ 490 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.

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) 509 niagara Ct Griggs F212, 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.

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

Contractor Signature [redacted] SSN/Tax ID Number 10/19/2022 Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	203	313	305	324
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 11/22/22 Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 17th day of November, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Blackboard (Finalsite)

OF THE SECOND PART

Background:

A. Independent School District No. 709 and FINALSITE (the "Parties") entered into the contract (the "Contract") dated SEPTEMBER 20, 2022, for the purpose of NEW WEBSITE LAUNCH.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $40,514.27.
    b. This amendment would increase the not to exceed amount to $42,404.27.
    c. PRICES FOR PERIOD 2 AND PERIOD 3 INCREASED TOTAL COST BY $1,890.00

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and

are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Program Director _____ Date _____

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

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

_X_ Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	012	107	000	305	107
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 Zmich
Exec. Dir. of Finance & Business Services, Duluth Public Schools

11/22/22
Date

FINALSITE ORDER

This Finalsite Order (the "**Order**") is entered into by and between Active Internet Technologies, dba Finalsite ("**Finalsite**") and Duluth Independent School District 709 ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at http://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Public School Theme The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowpt
Composer CMS Platform
Core Communications Platform - Blackboard WCM Conversion View a detailed description of what's included in your software package here https://www.finalsite.com/wcm-conv-pkg

Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Granular Permissions
Admin Users. Editors (63)	HTTPS Implementation
Admins with ticketing rights (21)	Knowledge Base and Product Training Resources
Bandwidth (16 GB)	Mobile Friendly, Responsive Designs
Basic Integrated Site Search	News / Blogs via Posts (84 boards pooled)
Calendar Manager	Page Based Notifications (Unlimited)
Website cloud storage / 160 GB /mo	Published Pages (Unlimited)
Comprehensive Training Program	Resources (Media, Galleries, Document Library)
Content Migration for Tiers 1, 2, 3	Secure Hosting & CDN
Drag - and - Drop Page Elements	Single Sign-On
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Standard
Faculty / Staff Portal	Standard Support Plan
Forms Manager (84 forms pooled)	

Composer CMS Platform

WCM Conversion Enhanced Deployment
View a detailed description of what's included in your software package here https://finalsite.com/wcm-ced

Special Provisions:

1.) Any amount previously invoiced and paid for period 1 will be reallocated and put towards the Client's redesign to Composer.
2.) This contract replaces the Client's previous WCM contract.

Services: Initial Term and Fees:
The initial term of this Order is for the (3) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
$ 0

Schedule	Amount
Period 1 - Nov 15 2022	$ 0
Period 2 - Jul 01 2023	$ 16,380
Period 3 - Jul 01 2024	$ 17,010

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars ($) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client	Active Internet Technologies ("AIT")
Duluth Independent School District 709	
Signature: Simone Zurich	Signature: JCalc
Name (printed): Simone Zurich	Name (printed): Jim Calabrese
Title (printed): Exec. Dir. of Finance, Business Serv.	Title (printed): CFO
Date: 11/22/22	Date: 11/30/2022

☒ **As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.**

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Adelle Wellens
Title
Communications Officer
Address
~~215 N First Ave~~ E 4316 Rice Lake Road
City, State Zip
Duluth, MN ~~55802~~ 55811
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)
Simone Zunich
Title
Exec. Dir. of Finance, Business Serv.
Email
simone.zunich@isd709.org

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

ISD 709
DULUTH PUBLIC SCHOOLS
OCT 18 2022
APPROVED BY
SCHOOL BOARD

VOID IF EXECUTED AFTER: 30-Sep-2022
CUSTOMER: Duluth Independent School District 709

Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Duluth Independent School District 709** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.
In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	$9,014.27
Period 2	$15,750.00
Period 3	$15,750.00
Contract Total	$40,514.27

Period 1

Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
1	WCM-CRT-CONFIG	TEMPLATE CONFIGURATION SERVICE	01-Sep-2022 to 30-Jun-2023	NA
260	WCM-TRNOL-MIGR	TRAINING CONTENT MIGRATION	01-Sep-2022 to 30-Jun-2023	NA
17	WCM-ACT-ESSN	ACTIVATION WCM ESSEN Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-IMPL-ES-LDAP	IMPL WCM ESSENTIAL SECURE LDAP	01-Sep-2022 to 30-Jun-2023	NA
2	WCM-TRNOL-ADM	ONL TRN WCM SITE ADMINISTRATOR	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-TRNOL-SWS	ONL TRN WCM SECTION WORKSPACE	01-Sep-2022 to 30-Jun-2023	NA
			Period 1 Total	$9,014.27

Period 2

Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
			Period 2 Total	$15,750.00

Period 3

Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
			Period 3 Total	$15,750.00

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: 01-Sep-2022

C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

Sales Approved: Quintin Graves Initial: QG (DS)	Sales Approved: Initial:
Customer: Duluth Independent School District 709 Signature: Name: ~~Adelle Wellens~~ Simone Zurich Title: Exec. Dir. of Finance + Business Services Date: 9/20/22	Blackboard Inc. Signature: Name: Michael Pohorylo Title: Associate General Counsel Date: 12-Sep-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.

PO Number: PO Amount:

Attach PO or send PO to Operations@blackboard.com(Optional):

Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

1. Name: Email:
2. Name: Email:
3. Name: Email:

frontline education

Exhibit A Frontline Customer Order Form
Q-120293

11/29/2022

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
Duluth Public Schools - Independant School District 709 4316 Rice Lake Rd Duluth, Minnesota, 55811 United States	**Pricing Expiration:** 12/10/2022 **Quote Currency:** USD **Account Manager:** Joshua Rader
Contact: Simone Zunich	**Startup Cost Billing Terms:** One-Time, Invoiced after signing
Title: Exec Director Bs Services	**Subscription Billing Frequency:** Annual
Phone: 2183368704	**Sale Type:** New
Email: simone.zunich@isd709.org	**Initial Term:** 1/01/2023 – 6/30/2026

Pricing Overview	Amount
One-Time Fees	**$3,500.00**
Annual Recurring Fees	**$25,224.00**
(Initial Term Prorated Fees)	**$12,508.34**

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	$3,500.00	$3,500.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Analytics Solution - powered by Forecast5, usage for up to 5 employees Prorated Term)	1/01/2023	6/30/2023	$12,508.34
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2023	6/30/2024	$25,224.00
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2024	6/30/2025	$27,746.40
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2025	6/30/2026	$30,521.04

1400 Atwater Drive Malvern, PA 19355

11/29/2022

Additional Order Form Information

Annual price increases will be the greater of (i) the uplift shown above or (ii) the annual increase in the Consumer Price Index ("CPI-U"). The term CPI-U shall mean the national consumer price index for all urban customers, U.S. City Average, for all items, not seasonally adjusted, with the 1982-84=100 reference base, as published in September for the 12 months ended August 31st of the year preceding the renewal term.

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount	
Invoice: One Time	**Upon Signing**	**$3,500.00**	**+ applicable sales tax**
Frontline Implementation		$3,500.00	
Invoice: Prorated	**1/31/2023**	**$12,508.34**	**+ applicable sales tax**
Analytics Solution - powered by Forecast5, usage for up to 5 employees		$12,508.34	
Invoice: Annual		**$25,224.00**	**+ applicable sales tax**
Analytics Solution - powered by Forecast5, usage for up to 5 employees		$25,224.00	
Analytics Solution - powered by Forecast5, usage for up to 5 employees		$27,746.40	
Analytics Solution - powered by Forecast5, usage for up to 5 employees		$30,521.04	

1400 Atwater Drive Malvern, PA 19355

11/29/2022

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at https://www.frontlineeducation.com/master-services-agreement/ and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	**Duluth Public Schools - Independant School District 709**
Signature: _____	Signature: Simone Zurich
Name: _____	Name: Simone Zurich
Title: _____	Title: Exec. Dir. of Business Services
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 4316 Rice Lake Rd Duluth, Minnesota 55811
Email: billing@frontlineed.com	Email: simone.zurich@isd709.org
Effective Date: _____	

Financial Planning Analytics

Standard Implementation Services

frontline education

Statement of Work: Financial Planning Analytics

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. Below represents a typical implementation process.

• Sales Handoff • Kickoff Call • Introduction Call with District Team • Determine project timeline	• Data Acquisition for initial setup	• Data Mapping • Building of Budget and Planning Models	• Review and Validate Data (IS Team pre-handoff)	• Model Handoff to Advisor and CSM • Advisor review for reasonable ness	• Provide model access to client • Provide access to Training	• Project closeout process is completed by all parties • Client enters Support Phase

The Financial Planning Analytics project implementation time is dependent on the amount, type, and format of the data being included in the project as well as when Frontline acquires the data needed from the client. The project's estimated timeline will be determined during the planning call based on these and other assumptions, but it is assumed that implementation will be completed within 120 days after signing.

Key Terms

- Automated Data Transfer – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
- Budget Model – Client facing product to analyze the current year budget with year-to-date actuals plus remaining projected months. Provides instant visuals to analyze variances and produces automated month-end reports.
- Planning Model – Client facing product to simplify development of multi-year financial roadmap. Provides dashboard and other instant visuals and produces automated reports.
- CSM – Acronym for Customer Success Manager. The CSM is the account manager for your organization responsible for coordinating support and ensuring your success with Frontline products.
- Advisor – Provides domain expertise to assist in development and ongoing support of Budget and Planning models, in addition to ongoing professional development through webinars and training opportunities.

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Scope/Deliverables*

Budget Model

These deliverables are described broadly and may differ depending on the client state.

1. Budget Summary Dashboard
2. Variance Analysis Dashboard
3. Monthly Financial Report
4. Variance Analysis Report

*There may be additional, state-specific reports and dashboards available.

Financial Planning Model

These deliverables are described broadly and may differ based on the client state.

1. Finances at a Glance Dashboard
2. 5 Year Forecast Summary Report
3. Assumption Assist – Step by Step 5 Year Forecast Builder

*There may be additional, state-specific reports and dashboards available.

Data Acquisition

During implementation, the client will provide the initial datasets needed to create models that include up to five years of historical data. Additionally, an automated data transfer connection will be established to maintain the Budget Model with monthly activity updates and budget revisions.

For commonly used client systems such as Skyward, Frontline can provide queries for the different data sets required.

Initial Datasets

Budget Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Monthly revenue and expense activity up to five prior fiscal years
4	Current Year Activity	Monthly revenue and expense activity for the current fiscal year
5	Fund Balances	Prior year ending balances for all funds

Initial Datasets

Please Note: Datasets for the Forecast Model are only required for a stand-alone implementation. If the implementation includes the Budget Model, no additional data is required for the Forecast Model.

Financial Planning Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Revenue and Expense Activity for up to five prior fiscal years
4	Fund Balances	Prior year ending balances for all funds for each fiscal year of activity

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Systems Integration – Frontline ERP (CA, TX)

Integrations exist within Frontline Education solutions for the ERP system. If the client is a user of Frontline ERP in CA (Escape) or TX (Teams), then initial datasets and monthly files will be automated internally. Frontline will assist with any additional setup required on the client side to establish the initial connections.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- A district office leader (e.g., Chief Financial Officer, Executive Director of Finance, etc.)
- The "lead" contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district users and responsibilities are established. Executive Sponsor involvement may decrease once responsibilities have been delegated.
- Organizes training opportunities.
- Signs off on completion of implementation project.

IT Department

- Will work with Frontline Education Support teams to ensure:
  - Data Acquisition is successful and timely
  - Support setup of automated data transfer for maintenance of models.
  - Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters
  - Provide technical support in instances where local network/technology configurations impact usage of our solutions
  - Support solution integrations as needed

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Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.

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Budget Management Analytics

Standard Implementation Services

frontline education

Statement of Work: Budget Analytics

Introduction

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Key Terms

- Automated Data Transfer – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
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- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.

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CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 28th day of November, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

3 Owls Outdoor Play Consultants

OF THE SECOND PART

Background:

A. Independent School District No. 709 and 3 Owls Outdoor Play Consultants (the "Parties") entered into the contract (the "Contract") dated July 13, 2020, for the purpose of developing a nature playscape at three different sites: MWES, Piedmont ES, and Laura Mac ES.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $4,500.00.
    b. This amendment would increase the not to exceed amount to $7,000.00. The additional cost is $2,500.00 NTE.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Contractor Signature SSN or EIN 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), (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.

83.86
16.14

04 04	E	005 005	579 979	503 285	305 305	000 000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO/Superintendent of Schools/Board Chair Date 11/29/22

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

November 11, 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' will offer teacher consultation sessions.

These services will follow the same conditions as outlined in our original agreement, with a fee of $50/hour, not to exceed $2500.

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: 11/15/22

Head Start Director — Date: 11.11.22

CFO Duluth Public Schools — Date: 11-29-22

Supplemental Information

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

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

American Society of Landscape Architects

STANDARD SHORT FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

Preliminary Provisions

Date

This Agreement is made as of July 13, 2020, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

Duluth Preschool
NAME

Historic Old Central High School, 215 N. 1st Avenue East, Duluth, MN 55802
ADDRESS / CITY / STATE / ZIP

Sherry Williams, Director of Duluth Preschool, sheryl.williams@isd709.org, 218-3368815
RELATIONSHIP TO PROJECT OWNER

Landscape Architect

3 Owls Outdoor Play Consultants
NAME

ENTITY

○ SOLE PROPRIETOR ○ PARTNERSHIP ○ CORPORATION ◉ LIMITED LIABILITY COMPANY

P.O. Box 3434, Duluth, MN 55803
ADDRESS / CITY / STATE / ZIP

Rebekah Johnson, 3owlsopc@gmail.com, 218-461-1678
CONTACT INFORMATION

Project

(*general description of Project: name, purpose, baseline information*)

Duluth Preschool is developing a nature playscape at three different sites: Myers-Wilkins Elementary, Piedmont Elementary, and Laura MacArthur Elementary. These playscapes will give preschool classes the opportunity for regular, stimulating, open-ended play in a secure, open-air, nature-inspired environment.

Compensation

Compensation for the Scope of Services performed under this Agreement shall be the Hourly fee of $ 50, NTE $4500 plus Reimbursable Expenses.

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American Society of Landscape Architects

Article 1
Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

Conceptual Design Services for each of the three sites include (but are not limited to):
Project Team Collaboration, Site Analysis, Ideation, Design Development, Plan Drawings with photos & notes, Construction Consultation
Design costs per site: $1500

1.3 Supplemental Services

Supplemental Services are in addition to the basic Scope of Services and, when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to:

Staff training, educational sessions, other

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.

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Article 2
Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3
Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

Article 4
Landscape Architect Compensation

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4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 25 %. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5 % simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect, the Scope of Services to be provided under this Agreement has not been completed within by the end of 2020 (*indicate calendar days or months*) of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5
Indemnification

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

Article 6
Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

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6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7
Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8
Other Terms and Conditions

8.1 Assignment
Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law
The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement
This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Landscape Architect

_____ 7/15/20
Date

Client

Cathuni Erbor

7-23-20
Date

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MINNESOTA STATE

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
23	700000	9394	$160.00	0001100989	

FACILITIES USE AGREEMENT

ON-CAMPUS ONLY

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of LAKE SUPERIOR COLLEGE, 2101 TRINITY ROAD, DULUTH, MN 55811 ("Minnesota State") and IND SCHOOL DISTRICT 709, 4316 RICE LAKE ROAD 108, DULUTH, MINNESOTA 55811 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean:

   Lake Superior College, 2101 Trinity Road, Duluth, MN 55811
   Classroom C290

   Parking will be available to Licensee at the following location: **Any unmarked parking space/row.**

2. **GRANT OF LICENSE**. Minnesota State grants to Licensee a license to use the Facilities solely for the following purpose(s):

   Staff Meetings

   The estimated number of people expected to participate or attend is: **60.**

   Licensee acknowledges and agrees that Minnesota State, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

   The parties agree that this agreement does not create a landlord-tenant relationship between them. Minnesota State is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and Minnesota State shall have

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the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Minnesota State.

3. **TERM AND TIME OF USE**. Licensee may use the Facilities during the following dates and times:

   - **Friday, December 2 from 7:15am – 12:15pm**
   - **Friday, January 6 from 7:15am – 12:15pm**

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of **One Hundred Sixty and 00/100 Dollars ($160.00),** which amount shall be payable in advance when Licensee signs this Agreement and delivers it to Minnesota State. Except as set forth in paragraph 17, if the Minnesota State cancels this Agreement prior to Licensee's use of the Facilities, Minnesota State will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

   All notices, requests, and other communications between Licensee and Minnesota State that are required or that Licensee and Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

   COLLEGE/UNIVERSITY: LAKE SUPERIOR COLLEGE
   Contact Name and Title: Alan Finlayson Vice President of Administration
   Address: 2101 Trinity Road, Duluth, MN 55811

   LICENSEE: IND SCHOOL DISTRICT 709
   Contact Name and Title: Sherry Williams Duluth Preschool Coordinator; Head Start Director
   Address: 4316 RICE LAKE ROAD 108, DULUTH, Minnesota 55811

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, Minnesota State will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Minnesota State will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed $500.00, Minnesota State shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.

7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Minnesota State during its occupancy of the Facilities.

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8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and Universities and **LAKE SUPERIOR COLLEGE** as additional insured, and has provided a certificate of insurance to Minnesota State and said insurance has been approved by Minnesota State/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to Minnesota State.**

GENERAL INSURANCE REQUIREMENTS

POLICY REQUIREMENTS

1. Workers' Compensation Insurance
   - A. Statutory Compensation Coverage
   - B. Coverage B – Employers Liability with limits of not less than:
     - $100,000 Bodily Injury by Disease per Employee
     - $500,000 Bodily Injury by Disease Aggregate
     - $100,000 Bodily Injury by Accident
2. General Liability Insurance
   - A. Minimum Limits of Liability:
     - $2,000,000 – Per Occurrence
     - $2,000,000 – Annual Aggregate
     - $2,000,000 – Annual Aggregate applying to Products/Completed Operations
   - B. Coverages:
     - X Premises and Operations Bodily Injury and Property Damage
     - X Personal & Advertising Injury
     - X Blanket Contractual
     - X Products and Completed Operations
     - X Other; if applicable, please list_____
     - X State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee'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 State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensee is self-insured, a Certification of Self-Insurance must be attached.

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- Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensee shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee's policy limits to satisfy the full policy limits required by the Agreement.

9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold Minnesota State harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Minnesota State's negligence as determined by a court of law. This provision will survive the termination of this Agreement.

10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Minnesota State, and either the Minnesota Legislative Auditor or Minnesota State Auditor for a period of six (6) years following the termination of this Agreement.

13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Minnesota State. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.

14. **CANCELLATION**. This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.

15. **NON-WAIVER**. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

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16. **SECURITY**. Licensee hereby assumes all responsibility for security throughout its use of the Facilities.

17. **DEFAULT**. In the event of any default by Licensee under the terms of this Agreement, Minnesota State may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the Minnesota State may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.

18. **GOVERNING LAW and VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **ENTIRE AGREEMENT**. This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

20. **OTHER PROVISIONS** None.

SIGNATURE BLOCK IS ON NEXT PAGE

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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. LICENSEE: IND SCHOOL DISTRICT 709
Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)
DocuSigned by: Sherry Williams E3C99AA023ED407... Sherry Williams
Title Preschool Director
Date 11/23/2022 | 1:48:05 PM CST

2. MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE

By (authorized signature)
DocuSigned by: Alan Finlayson CABEA485D3C74E5... Alan Finlayson
Title Vice President of Administration
Date 11/23/2022 | 2:34:25 PM CST

3. VERIFIED AS TO ENCUMBRANCE (if applicable)

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

By (authorized signature)
DocuSigned by: Alan Finlayson CABEA485D3C74E5... Alan Finlayson
Title Vice President of Administration
Date 11/23/2022 | 2:34:25 PM CST

Budget Code 04 E 005 579 503 366 000

3D INSTITUTE SEAT LICENSE PARTNERSHIP AGREEMENT

Date: December 1, 2022

Purchaser: Duluth Public Schools ("Purchaser")
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

3D Institute Services, Products & Pricing (the "Services"):

3D Institute offers access to digital content through on-line courses and other content format as well as ancillary products and services to organizations. The collection of digital content is provided through a one year subscription model obligating the organization to a specific number of seat licenses which allows those licensees to have unlimited access to the content listed below.

Number of Subscription Licenses:		65
Price per Seat:		$75
Annual Credit (yrs 1-3):		**($1900)**
Total Cost Per Year:		**$ 2,975**

Budget Codes
50% 01 E 215 640 316 305 000
50% 01 E 220 640 316 305 000

Basic Seat License Package

Digital Content

- SPORTS: 3D Coaching Course for Certification
- SPORTS: 3D Coaching Essentials Course
- 3D Parenting: Helping Athletes Flourish in 3D
- Obtaining Alignment Between Coaches and Parents Course
- Shaping Culture Using The 3D Framework Course
- 3D Development Tool (Spring 2023)
- My 3D Library: SPORTS

Services Content

- Dedicated Service Coordinator with Scheduled Athletic Director Check In
- Membership in Closed Facebook Group for Seat License Holders
- Access to Scheduled Best Practices Webinars

Payment Terms: Purchaser shall pay the sum of $2,975 which is due upon signing Agreement and pay the balance due in equal yearly installments of $2,975 due on or before December 1. All Fees are non-refundable.

Term: This Agreement commences on the date first written above and continues for three (3) years, expiring on December 1, 2025 provided, however, this Agreement shall automatically renew for successive additional two (2) year terms unless either Party notifies the other Party in writing no later than ninety (90) days prior to the end of the current term of its election not to renew and extend the term of the Agreement (all such collectively the "Term").

By signing below, Purchaser agrees and acknowledges this is a binding legal agreement with 3D Institute, LLC ("3DI") and agrees to the general terms and conditions attached hereto.

The Parties have executed this Agreement as of the date first written above by the following duly authorized representatives.

Duluth Public Schools

Simone Zunich 11/29/22

Simone Zunich
Executive Director of Finance and Business Services

3D Institute, LLC

Doc Beeman
Chief Revenue Officer

3D INSTITUTE SUBSRIPTION AND LICENSE AGREEMENT
GENERAL TERMS AND CONDITIONS

1. **Grant of Limited License for Use**. 3DI provides to Purchaser a limited and revocable license to use the 3DI Services, materials and platforms which are the subject of this Agreement. The Services are protected by intellectual property laws and treaties. Any references hereunder to "sales" or "acquisition" or like terms notwithstanding, the Services is licensed, not sold, and rights granted hereunder are limited to the Services in object code only. No source code rights are granted hereby.

2. **Independent Contractor Status and No Agency Authority.** 3DI and Purchaser are independent contractors with respect to one another under this Agreement. This Agreement shall not be deemed to establish any employment, agency, joint venture, or partnership relationship or to impose any liability attributable to such a relationship upon either Party. Accordingly, 3DI is not contracted as "Work for Hire" for purposes of any proprietary rights. 3DI reserves all rights and interests of ownership and use of its own systems, programs, concepts, reports, documents, tangible work product and other services provided by 3DI hereunder. Neither party shall have the authority to legally bind the other to any contract, proposal, or other commitment or to incur any debt or create any liability on behalf of the other.

3. **Termination.** 3DI or Purchaser may terminate this Agreement immediately if either party is in material breach of any term or provision of this Agreement, including but not limited to non-payment of Fees. Upon termination or expiration of this Agreement, 3DI will cease providing to Purchaser and Purchaser shall cease all use of the license subscription provided for hereunder.

4. **Intellectual Property.** 3DI retains rights, title and interests in all intellectual property associated with or related to the Services that are the subject matter of this Agreement, including but not limited to elements, components, patents, patent applications, copyrights, trademarks, trade secrets or other proprietary or intellectual property owned by 3DI. Purchaser is prohibited from duplicating or reproducing any 3DI Services or intellectual property.

5. **Confidentiality.** Neither Party shall, during the term of this Agreement and always thereafter, disclose to any person or entity, directly or indirectly, without prior written approval of the other Party, and information relating to this Agreement or Confidential Information (as defined below). During the term of this Agreement and at all times thereafter, each Party shall not do any of the following: (i) use any of the other Party's Confidential Information or any other information furnished by such other Party in connection with the Services for its direct or indirect benefit, or the direct or indirect benefit of any third party, or (ii) use any information furnished by the other Party in connection with the Services for any purpose other than the carrying out of the Services. Each Party shall use reasonable care and caution to safeguard the other Party's Confidential Information that is in its possession or control and to protect the other Party's Confidential Information from disclosure to third parties, but in no event less than the same degree of care and caution that it affords its own Confidential Information. "Confidential Information" shall not include information that (i) is readily available to the general public through no fault or omission of the other Party or any of such other Party's employees or agents, or (ii) is already known to such other Party (except for information already known by reason of disclosure from the Party about whom such information pertains or from such Party's employees or agents free from any duty of non-disclosure). Failure to mark any information as confidential or proprietary shall not adversely affect its status as "Confidential Information." Both parties acknowledge that any breach or threatened breach of any provision of this provision will cause continuing and irreparable injury to the non-breaching party for which money damages would be an inadequate remedy. Accordingly, the non-breaching party shall be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach or threatened breach. In connection therewith, the Party against whom such relief is sought shall not, in any action or proceeding to so enforce any provision of this section, assert the claim or defense that the non-breaching Party has an adequate remedy at law or that such injunctive relief is not appropriate under the circumstances. The rights and remedies of the non-breaching Party set forth in this section are in addition to any other rights and remedies to which the non-breaching Party may be entitled, whether existing under this Agreement, in law or in equity, all of which shall be cumulative.

6. **Representations and Warranties.** Each Party hereto hereby represents and warrants to the other Party that (i) it lawfully formed and operating under the applicable state laws and has all requisite capacity, legal power and authority to execute, deliver and perform this Agreement, (ii) this Agreement is a binding agreement enforceable against Purchaser in accordance with its terms, and (iii) the execution, delivery and performance of this Agreement will not constitute a breach of any agreement or restriction to which Purchaser is a party or by which it may be bound. Further, 3DI provides a limited warranty of use and Purchaser's sole remedy for any dispute relating thereto is limited to a refund of any remaining portion of outstanding Fees and 3DI is not responsible in any respect for any direct, incidental or consequential damages whatsoever.

7. **Indemnification.** Purchaser shall indemnify, defend and hold harmless 3DI, its parent, related or subsidiary companies and its respective officers, directors, employees and agents from and against any liability, loss or expense (including reasonable attorneys' fees) to the extent caused by (i) the Purchaser's breach of a representation, term or condition of this Agreement; or (ii) any intentional or negligent act, error or omission by Purchaser or its officers, directors, agents, subcontractors or employees in connection with the services, performances and/or matters relating to this Agreement.

8. **Notices**. All notices, requests, demands, waivers, consents, approvals or other communications which are required or permitted hereunder shall be in writing or shall be deemed delivered if transmitted by email, hand-delivered, sent by a nationally recognized overnight courier service (such as UPS or FedEx), or sent by U.S. mail, return receipt requested, postage prepaid, to the addresses set forth below, or to such other address as the Party entitled to receive such notice may, from time to time, specify in writing to Purchaser at the address written above and for 3DI to: 3DI Managing Partner, 7325 Forestwood Court, Orlando, Florida 32825, or Mike.millay@3dinstitute.com

9. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding between 3DI and Purchaser as to the subject matter hereof and supersedes all prior representations, warranties, covenants, and undertakings, whether written or oral, between 3DI and Purchaser with respect to the subject matter hereof. This Agreement may only be amended in writing and signed by both Parties to be valid and enforceable.

10. **No Assignment.** Purchaser shall have NO right or power to assign or to delegate all or any of Purchaser's rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of 3DI. 3DI may assign this Agreement in whole or part, without the prior written consent of Purchaser, to contractor or any successor legal entity which succeeds as a going concern to the business presently conducted by such 3DI pursuant to a merger, consolidation, or sale of all or substantially all of such 3DI's assets.

11. **Waiver**. No failure by any Party at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall not constitute a waiver thereof or in any way impair such Party's right at any time to avail itself of such remedies as it may have to enforce such terms or conditions. No waiver by any Party hereunder will be effective unless in writing and signed by such Party. All rights and remedies existing under the Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

12. **Governing Law and Legal Proceedings**. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Florida excluding its choice of law provisions. The Parties submit to personal jurisdiction in Florida and any litigation related to this Agreement may be properly commenced only in State or Federal Court in Orange County, Florida. Each Party shall comply with all applicable federal, state and local laws. In any legal action, whether at law or equity, the prevailing party shall be entitled to recover from the other party its reasonable professional fees associated with such action, including, without limitation, attorney, accounting and expert witness fees, costs and expenses.

13. **Limitation of Liability**. Purchaser agrees that 3DI's sole liability to Purchaser under this Agreement for any loss, liability or damages, including attorney's fees and litigations costs, for any claim arising out of or in any way related to this Agreement and the Services provided by 3DI, shall be limited to and shall not exceed the amount of the Fees payable to 3DI under this Agreement.

14. **Binding Effect; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of 3DI and Purchaser and each of their respective permitted successors and assigns, except to the extent as may otherwise be provided under this Agreement. Notwithstanding the foregoing, nothing contained herein, express or implied, is intended to confer upon any person or entity other than the Parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

15. **Severability**. The provisions of this Agreement shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the invalidity or enforceability of any other provision.

16. **Force Majeure.** In case the performance of any of the terms or provisions of this Agreement shall be frustrated, delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, or because of riots, war, public disturbances, strikes, lockouts, terrorism acts, fires, floods, acts of God, as well as local, national or global health hazards or pandemics, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party whose performance is interfered with may at its option, suspend the performance of its obligations hereunder (other than payment for services already performed prior to suspension) during the period such interference continues and for no longer.

QUOTE

3D INSTITUTE
7325 Forestwood Court
Orlando, FL 32835
www.3dinstitute.com
Phone - 816 535 0440
TIN 47-2053869

Customer Contact Info

Name Simone Zunich
Phone 218 336 8716
Email simone.zunich@isd709.org

Item Code	Product Line Item	Quantity	Price	Credit	Total
SLS-02	Organizational Seat License (Sports) - Annual	65	$ 75.00		$4,875.00
	Year One Credit				$1,900.00

Customer Information

Organization	Duluth Public Schools	Shipping	$0.00
Attn:	Simone Zunich	Tax	$0.00
Address 1	4316 Rice Lake Road, Suite 108	Discount/Credit	$1,900.00
Address 2			
City, ST Zip	Duluth, MN 55811	**TOTAL**	**$2,975.00**

Subtotal **$4,875.00**

*** Credit of $5700 for previous purchases will be spread across the first three years of the agreement equally at $1900 per year

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

3D Institute

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7325 Forestwood Court

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32835

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	2	0	5	3	8	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Michael Miller Date ▶ 7/23/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

742

WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Heather Kemp	heather.kemp@isd709.org
Lakewood Elementary 5207 North Tischer Rd, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:

Deposit: You have made a reservation to stay for February 13, 2023 - February 15, 2023 with 60 participants. To hold your reservation we require a deposit of $900.00. **This contract is valid for 30 days after receipt.**

Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.

By signing below, I agree to the terms listed above:

Printed Name: Heather Kemp	**Title:** Teacher	
Signed Name HeatherKemp	**Date** 4/14/2022	
Billing Contact: Jerrie Soderburg **Billing email address:** jerrie.soderburg@isd709.org	**Billing Address:** 5207 N. Tischer Rd Duluth, MN 55804	
Cardholders Name: ☐ same as billing contact	**Cardholders address:** ☐ same as billing address	
Credit Card #	**Exp Date:**	**CVV:**
If unable to pay at this time, when can we expect your deposit? July 2022		

Budget Code - 01E 500 298 000 4014208

Simone Zunich

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

Return to: 6282 Cranberry Rd ~ Finland, MN 55603 or fax to: 218-353-7762

Today's Date: April 13, 2022

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Boosterthon Program Contract

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into on 10/13/2022 (the "**Effective Date**"), by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and Stowe Elementary , a SCHOOL (the "**Client**") (Booster and the Client are referred to collectively herein as the "**Parties**" or individually as a "**Party**").

RECITALS

WHEREAS, Booster is in the business of organizing, marketing, and leading fundraising campaigns whereby students of educational institutions raise funds to sponsor their participation in an exercise based event, such funds (net of compensation to Booster) to be used by such institutions for the furtherance of the purpose thereof (each a "**Boosterthon Program**");

WHEREAS, the Client is interested in hosting a Boosterthon Program, and Booster is willing to offer its services in connection therewith on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Engagement**. The Client hereby engages Booster to organize, market and manage a Boosterthon Program (the "**Services**"), and Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.

2. **Obligations of Booster**. Booster shall conduct a Boosterthon Program on behalf of the Client. The services and materials provided by Booster as part of the Boosterthon Program shall include, but are not limited to, supplying all prizes, advertising, promotion, and organization, necessary or appropriate, in the sole discretion of Booster, to conduct a Boosterthon Program in accordance with Booster's customary practices and customs.

3. **Obligations of the Client.** The Client shall make available to Booster, its personnel and agents, any and all school grounds and facilities, as specified on Exhibit A, as well as any and all Client students, faculty, and staff, as specified, on the dates and during the times as set forth in Exhibit A. The Client shall arrange for the Volunteers (as defined herein) to participate, at the direction of Booster and its representatives, in the Collected Funds (as defined herein) to be held on the date agreed upon by both parties.

4. **Base Cost. Within** 125 **business days of the execution** of this Agreement, the Client shall pay to Booster a Base Cost of 500 **dollars** (the "**Base Cost**"). The Client agrees that except as set forth in Section 11, the Base Cost is non- refundable, earned as of the date of the execution of this Agreement, and will not be returned to the Client under any circumstances. The Client agrees that the Base Cost is independent of the Booster Share set forth in Section 7 of this Agreement, and that the Base Cost is not deductible or otherwise taken into consideration when calculating the Booster Share.

DS SG

DS M

5. **Date of the Boosterthon Program.** The dates and times of the scheduled Boosterthon Program shall take place on the schedule set forth in Exhibit A.

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6. **Collection of Funds.** The collection of funds raised as a result of the Boosterthon Program shall take place as follows:

(a) All of the funds collected by each of the participating students and/or classrooms from their respective Boosterthon Program sponsors shall be known as the "**Collected Funds**." The collection of Collected Funds may begin up to two weeks prior to the date of Program Kick Off as stated in Exhibit A (the "**Program Kick Off**"). The Client shall allow Booster to send collection reminders regarding the Collected Funds to students on at least two separate occasions prior to the official Program End Date, set forth in Exhibit A. Booster will not have access to any student email addresses, nor will Booster send students messages directly.

(b) Prior to an in-person collection of funds, Booster representatives will train the Volunteers on the use of the Booster online collection program. There must be at least one Volunteer representing the Client at all time funds are collected or tallied in person.

(c) After all Collected Funds have been satisfactorily accounted for, the Collected Funds shall be immediately distributed according to Sections 4 and 7 of this Agreement.

(d) The Parties may organize one or more additional in-person collection dates. In the event that the Parties agree to pursue additional collection dates, the Parties will agree on a mutually acceptable date to hold such collection. Any additional collections shall be conducted in the manner set forth in Section 6(a)-(c) above.

7. **Distribution of Raised Funds.**

(a) The Client shall retain a percentage (see Exhibit B for percentage) of Gross Revenues that is raised by the Boosterthon Program. As compensation for the services provided in conducting the Boosterthon Program, Booster shall retain from the Collected Funds, or the Client shall cause to be paid, as applicable, the remaining amount which is equal to a percentage (100 Percent minus the Client's Percentage from Exhibit B) of the Gross Revenues generated by the Boosterthon Program (the "**Booster Share**"). For purposes of this Agreement, "**Gross Revenues**" shall mean all funds collected or otherwise received because of the Booster Program, the Client, the participants in the Boosterthon Program, or any other student, parent or Client employee or representative in connection with the fundraising efforts that are the object and purpose of the Boosterthon Program or otherwise related thereto.

(b) The Client will maintain access to and control of the funds and the account in which the funds are deposited. Booster will not, at any time, have access to or control of the funds or account in which the funds are deposited.

8. **The Client's Acknowledgments, Representations and Covenants.**

(a) In order to maximize the success of the Boosterthon Program, the Client shall not actively promote any other fundraiser, including any annual fund, through the duration of the Boosterthon Program beginning from Program Kick-Off through Event date (according to the date assigned to this meeting on Exhibit A).

(b) The Client hereby acknowledges that the Boosterthon Program involves strenuous physical activity and hereby agrees that it is the sole responsibility of the Client to determine the physical condition, health, and fitness of its students and other participants in the Boosterthon Program and the safety and suitability of each student's and other participant's participation in the Boosterthon Program. The Client further acknowledges and agrees that Booster has no, and will not at any time have any, independent knowledge of, and is not responsible for investigating or determining (and will take no measure to investigate or determine) the physical condition, health, and fitness of the Client's students

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and other participants in the Boosterthon Program or the safety or suitability of any student's or other participant's participation in the Boosterthon Program. The Client takes full responsibility for assessing the physical condition of all participants of the Boosterthon Program. Client is responsible for alerting students, guardians, and any other participants to the nature of the Boosterthon Program and any appropriate safety precautions.

(c) The Client is responsible for obtaining and maintaining through the Boosterthon Program all necessary permits as may be required for such events.

9. **State Compliance and Registration.**

(a) Upon receipt of this executed Contract, Booster will register as a professional fundraising counsel, or other fundraising designation deemed by the appropriate State authority, in the State where the Client is located. Booster will file a copy of this Agreement in the States where registration is required. In accordance with fundraising regulations, Booster may request additional information from the Client, including but not limited to, the Client's Employer Identification Number, State Registration Number, and bank account number where Collected Funds will be deposited.

(b) The Parties agree that the Client will review its legal obligations to register as a charitable organization where relevant prior to the date of the Program Kick Off set forth in Exhibit A.

(c) Each Party will be responsible for its own costs in becoming and remaining compliant with the appropriate state agency.

10. **Mutual Indemnification.** To the extent allowed by law, the Client and Booster agree to mutually indemnify and hold the other harmless, as well as the other's board members, elected officials, and employees, from and against any and all claims and damages, brought by a third party against the other party, and/or its board members, elected officials, and employees arising from the negligence or misconduct of the indemnifying party and/or its board members, elected officials, and employees.

11. **Termination**.

(a) This Agreement may be terminated by the Client for any reason at any time prior to the date of the Program Kick Off set forth on Exhibit A by written notification (including email) to Booster.

(b) This Agreement may be terminated by Booster at any time, and for any (or no) reason by written notification (including email) to the Client. In the event of termination of this Agreement by Booster, the Base Cost shall be returned to the Client within thirty (30) days. The refund of the Base Cost shall be the sole and exclusive liability of Booster, and the sole and exclusive remedy of the Client, with respect to termination of this Agreement pursuant to this Section 11(b).

(c) The Parties acknowledge and agree that the termination of this Agreement, whether by the Client or by Booster, shall not affect the distribution of Gross Revenues as set forth in Section 7 whether such Gross Revenues are collected prior to or after the termination of this Agreement.

12. **Acknowledgements.** To the extent permitted by law, Client shall be responsible for its acts and omissions in connection with this Agreement and the Services performed hereunder, and Client covenants that it will not create liability on the part of Booster to a third party as a result of Client's actions or omissions hereunder. The Client shall maintain in full force and effect Comprehensive General Liability insurance, at its own expense, on an occurrence basis, that includes a duty to defend and provides bodily injury, property damage and contractual liability coverage with limits of at least one million dollars

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($1,000,000). Booster shall carry at all times a comprehensive general liability insurance policy at its expense with coverage limits of at least one million dollars ($1,000,000).

13. **Right to an Accounting.**

(a) The Client shall keep, maintain and preserve in its principal place of business, during the term of this Agreement and for at least one (1) year following its termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions (including all donations and Gross Revenues generated by the Boosterthon Program) related to this Agreement. Upon reasonable notice, Booster and/or its duly authorized representatives shall be given full access to, and shall have, the right to inspect and review all such records and other materials related to this Agreement. Such records and other materials shall be available for inspection and review (including photocopying) during reasonable business hours at any time during the term of this Agreement and for at least one (1) year following its termination or expiration. The Client will cooperate and will not cause or permit any interference with Booster and/or its representatives in the performance of their duties of inspection and review. Except as set forth in paragraph (b) below, any such accounting shall be performed at Booster's sole expense.

(b) Should an accounting indicate an underpayment by the Client of any of the compensation to be paid to Booster hereunder, the Client shall be liable for the full amount of any such underpayment, including interest at the highest rate allowable under applicable law. The Client shall submit any and all of the foregoing payments owed to Booster within thirty (30) days from the date of the accounting.

14. **Intellectual Property.**

(a) The Client hereby acknowledges and agrees that Booster's trademarks, label designs, literature, website materials, videos, product and service identification, artwork and other symbols associated with Booster's Services ("**Booster Marks**") are and shall remain Booster's property.

(b) The creative ideas, concepts (including the concept of the Boosterthon Program as a fundraiser), slogans, art and printed material provided to the Client prior to the date hereof are the property of Booster and cannot be used, duplicated, copied or repeated without Booster's prior written consent.

(c) The Client shall not manufacture or sell, or license or procure the manufacture or sale of, any tee-shirts or other promotional or other merchandise which bears the Booster Marks except as otherwise consented to by Booster in writing.

(d) Booster shall own all right, title and interest in and to all intellectual property created by or on behalf of either Party in connection with this Agreement or the Boosterthon Program, including, without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright. The distinctive colors, concepts, indicia and look displayed by Booster at the Boosterthon Program and by Booster in its regular business operations and materials shall constitute Booster property and therefore be owned by Booster. The Client expressly acknowledges that the Parties have agreed that all copyrightable aspects of the Boosterthon Program are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "**Act**"), of which Booster is to be the "author" within the meaning of such Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Booster as its creation, and the Client hereby expressly disclaims any interest in any of them. The Client expressly acknowledges that it is not a joint author and that all works created in connection with the Services hereunder are not joint works under the Act.

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(e) Any and all rights of Booster, including those in and to the Boosterthon Program, are reserved to Booster and may be exercised, marketed, licensed, exploited or disposed of by Booster with respect to any third parties concurrently with the term of this Agreement.

15. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (a) delivered personally, (b) transmitted by guaranteed overnight delivery services, or (c) sent by certified mail, return receipt request, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered or sent by overnight delivery service shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on the date of the return receipt.

Booster: Booster Enterprises, Inc.
5300 Triangle Pkwy NW
Peachtree Corners, GA 30092
Telephone: _____
Attn: _____

Client: Stowe Elementary

a SCHOOL

Street: 715 101St Ave W
City: Duluth
State, Zip: MN 55808
Telephone: _____

Attn: _____

16. **Choice of Law/Venue.** This Agreement will be construed and enforced according to the laws of the State of Georgia, United States of America, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction. The Client agrees that any action or proceedings arising out of this Agreement shall be brought and maintained in Georgia, and hereby consents to the jurisdiction of courts located in Georgia.

17. **Relationship of Parties.** Booster is an independent contractor, and nothing herein shall be construed to make either Party the partner, employee, joint venture or agent of the other Party. Except as set forth in this Agreement, neither Party shall have the right or power to obligate or bind the other in any manner whatsoever. Except as expressly set forth otherwise herein, the Client shall not exercise direct supervision or control over Booster's day-to-day activities or over Booster's employees, agents or subcontractors. Each of Booster and the Client shall be solely responsible for its actions and the actions of its employees and agents. For the avoidance of doubt, neither Booster nor its employees, agents or subcontractors, including, without limitation, any temporary labor, shall be deemed the Client's employees, agents or subcontractors, and no such party or individual shall hold itself out as such. In no event shall the Client be responsible for providing any employee benefits to any such party or individual.

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Without limiting the generality of the foregoing, (a) the Client shall not withhold from any of the consideration hereunder, except when required by law, any amount for federal income taxes, social security, Medicare or any other legal deductions; and (b) the Client shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for any employee or agent of Booster or its agents, payment of which shall be Booster's responsibility.

18. **Unavoidable Delay.** The Parties shall not be liable for failure to perform its complete obligations described in this Agreement, if such failure results from any act of God, inclement or severe weather, flood, earthquake, terrorist attack, riot, war, civil unrest, pandemic, or other cause outside of a Party's control that prevents such Party from fulfilling its obligation as outlined in this agreement (a "**Force Majeure Event**"). In the event that the Boosterthon Program is cancelled due to a Force Majeure Event, including any unplanned school/district closures (such as COVID-19), Booster will work with the Client to schedule an alternative date, or provide a virtual option, for the Boosterthon Program at a date that is mutually convenient for the Parties. If rescheduled, the retained Base Cost shall be applied to the newly scheduled Boosterthon Program. If cancelled, due to a Force Majeure Event, Booster shall shall refund the Base Cost for the Boosterthon Program, and no Party shall have further recourse against the other Party for fees or services with respect to such cancelled event.

19. **Further Assurances.** The parties agree to take such action, and to produce or execute such other documents or agreements as may be necessary or desirable for the execution and implementation of this Agreement and the consummation of the transactions contemplated hereby.

20. **Dispute Resolution**. Any Dispute arising out of or relating to this Agreement or the breach thereof shall be submitted in writing to the other Party. Upon receiving written notice of the Dispute, the Party will have thirty (30) days to respond. If an amenable resolution cannot be achieved within thirty (30) days, the Parties may extend the period for an additional thirty (30) days. If an amenable resolution still cannot be reached, the Parties will elect a single mediator, agreeable to each Party, and submit the Dispute to mediation. The cost of mediation will be shared equally between the Parties. If an amenable resolution cannot be achieved through mediation, each Party may pursue any legal remedy available under the law.

21. **Severability.** If any provision of this Agreement, or part thereof, or the application of any provision, or part thereof, is held invalid or unenforceable, the application of such provision, or part thereof, other than to the extent it is held invalid or unenforceable, shall remain in full force and effect. All other provisions in this Agreement shall remain in full force and effect.

22.**Entire Agreement/Amendment.** This Agreement, together with Exhibits A and B, constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between Booster and the Client and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the parties, whether written or oral. Any amendment to this Agreement shall be set forth in writing, dated, and signed by both parties to this Agreement.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Documents, including signatures, transmitted via facsimile or electronic transmission shall have the full force and effect of original documents.

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IN WITNESS WHEREOF, this Agreement has been executed and delivered effective on the date first above written.

"Booster"

BOOSTER ENTERPRISES, INC.

DocuSigned by:

By: Shannon Good
AFBCDEDC81204D8...

Name: Shannon Good

Title: Account Executive

Date: 10/13/2022

"Client"

Name of Client: Stowe Elementary

a SCHOOL

DocuSigned by:

By: Jessica Cook
9F2890BB51BB432...

Name: Jessica Cook

Title: Principal

Date: 10/13/2022

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Boosterthon Program Schedule

DS SG

DS JC

Event	Date (s)	Parties Involved
Program Kick Off	2023-02-06	
Event Day	2023-02-14	

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Exhibit B

DS SG

DS K

Pricing Breakdown

$500 rolling base cost - paid upfront for first year and rolls over as base cost for every year that client rebooks
75% of funds raised to Stowe Elementary
25% of funds raised to Booster
No online processing fee

Booster agrees to provide free glow bracelets OR necklaces for every student on event day.

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Booster Enterprises, Inc.
5300 Triangle Pkwy NW
Peachtree Corners, GA
30092

INVOICE

Date 10/13/2022

Bill To

School Stowe Elementary

Addres 715 101St Ave W

Duluth MN 55808

DEPOSIT DUE $ 500

Payment Options:
You will receive a link to the Booster Payment Portal where you can pay your base cost online via ACH. If you would prefer to pay via check, please make them out to Booster Enterprises Inc. Please allow 2 weeks for processing any check payments

AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of September, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Fleischer, 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 9/1/22 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.** *(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 $____ hourly and $ 1500.00 in total. ($55 per game)

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brett Munsing, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
X 11 Arbutus Drive, Duluth MN 55810.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

X _____ [redacted] X 11/15-/22

Contractor Signature SSN/Tax ID Number Date

_____ 11/17/22

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	292	000	305	700
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

_____ 11/29/22

CFO / Superintendent of Schools / Board Chair Date

Sports PA Announcer and Scoreboard

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **Duluth East High School, 301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2022**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 16-17, 2022 (Friday-Saturday)

Symphony Hall
Paulucci Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

   $2,820.00 (Two Thousand Eight Hundred Twenty Dollars and no cents)

   Plus the following:
   Equipment List and Audio-Visual - *(Effective 1/2022) or current rates*
   Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~***A $1,000.00 non-refundable deposit* is required thirty (30) business days after receiving this contract.***~~ Remaining balance will be billed and due upon receipt.

3. All food and beverage must be purchased through the Duluth Entertainment Convention Center or DECC approved catering vendor. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.

4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.

5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the DECC and Fire Prevention Bureau of the City of Duluth.

350 Harbor Drive / Duluth, MN 55802-2698 / 218-722-5573 / 218-722-4247 Fax

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.

8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.

9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.

10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than $500,000.00 for each person injured or killed, and not less than $1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than $100,000.00 for each occurrence. All policies of insurance ***shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured*** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.

11. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, governmental restrictions, and inoperable building conditions.

12. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.

13. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.

14. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.

15. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.

16. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

17. Permittee shall be subject to and follow all local, state and national orders that potentially restrict the number of attendees or mandate health protocols (such as masking, temperature checks, and physical distancing). Permittee agrees to assume responsibility, and provide adequate staffing, to enforce health protocols and attendance restrictions.

350 Harbor Drive / Duluth, MN 55802-2698 / 218-722-5573 / 218-722-4247 Fax

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 21st day of April, 2022

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____

Dan Hartman, Executive Director
Duluth Entertainment Convention Center
(DECC)

Erinne Zunich

Permittee Signature

Exec. Dir. of Finance, Business Services

Permittee Title

11/22/22

Date

Rev 12/08

No Cost Contracts Signed
November 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**
Arctic Wolf	Technology	Incident Response Retainer Offering – no cost
Fond du Lac Band of Lake Superior Chippewa	TLE | MTTS	MOU encouraging cooperation between Fond du lac Human Services and Duluth Public Schools

DocuSign Envelope ID: 32F51344-1AA6-44D2-9102-14B6068616E8

Incident Response Retainer Enrollment Form

This Incident Response Retainer Enrollment Form (this "***Enrollment Form***") is between the person or entity identified as "Customer" in the signature block below and Tetra Defense, LLC, a Delaware corporation ("***Tetra***"), and is effective as of the effective date in the signature block below (the "***Effective Date***") and includes any other documents that are expressly incorporated by reference. By signing below, each party represents that it has read and understands the terms of the Enrollment Form and agrees to be bound by them, and that is has the full power and authority to accept the terms of this Enrollment Form.

If there is a conflict among the documents that make up the Enrollment Form, the documents will control in the following order: this Enrollment Form and then any URL linked terms set forth herein. No term or condition contained in a purchase order or similar document will apply unless specifically agreed to by the other party in a signed writing, even if the order has been accepted; all such terms or conditions are otherwise hereby expressly rejected.

Item	Description
Retainer Offering	Incident Response Retainer Offering described in the Retainer Terms
Retainer Offering Start Date	Effective Date
Retainer Offering End Date	Last day of the Subscription Term for the eligible Solutions provided by Arctic Wolf Networks, Inc. to Customer pursuant to the terms of the Solutions Agreement located at: https://arcticwolf.com/terms/msa/ or such other negotiated agreement made between the parties or between Customer and its managed service provider, as applicable
Fees For Retainer Offering	No cost

1. This Enrollment Form and Customer's receipt of the Retainer Offering is described in and subject to the terms of the Retainer Offering Agreement terms located at https://arcticwolf.com/terms/ as may be updated from time to time in Tetra's sole discretion ("Retainer Terms") which are incorporated herein by reference and may be updated by Tetra from time-to-time. By signing below, Customer agrees to the Retainer Terms. Any capitalized terms not otherwise defined in this Enrollment Form will have the definitions set forth in the Retainer Terms.
2. Customer acknowledges and agrees that this Enrollment Form is a one-time offer which will end on the earlier of the (a) Retainer Offering End Date set forth in the table above, (b) termination of the Subscription Term, or (c) as otherwise terminated as set forth in the Retainer Terms.
3. Upon signature by Customer and acceptance of the terms set forth herein, Customer is eligible to receive, and Tetra will provide, the Retainer Offering as described in the Retainer Terms.
4. Unless executed by Customer within sixty (60) days following issuance of this Enrollment Form to Customer by Tetra, Tetra's offer for the provision of the Retainer Offering and the terms of this Enrollment Form shall expire and shall have no force and effect on the parties.

IN WITNESS WHEREOF, the parties have caused this Enrollment Form to be executed by their duly authorized representatives on the Effective Date.

Tetra Defense, LLC	**Customer:** Duluth Public Schools
Signed: Andrew D Hill	**Signed:** DocuSigned by: Simone Zunich 3DAA69D8FEB545E...
Name: Andrew Hill	**Name:** Simone Zunich
Title: Chief Legal Officer & General Counsel	**Title:** Executive Director Business Services
	Effective Date: 11/22/2022
Notice Address: 8939 Columbine Road, Suite 150 Eden Prairie, MN 55347 Attn: Legal Department legal@tetradefense.com	**Notice Address:** ISD #709 Duluth Public Schools 4316 Rice Lake Rd Duluth MN 55811

MEMORANDUM OF UNDERSTANDING

Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Fond du Lac Human Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their mental health services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that the tribally owned and operated Fond du Lac Human Services has a full services Behavioral Health Department designed to serve American Indian children and their families;

WHEREAS, Fond du Lac Human Services desires to locate School Linked Mental Health Therapists, in Duluth Public Schools to provide therapeutic services for students including mental health services such as, diagnostic assessments, mental health treatment plans, and individual therapeutic sessions;

THEREFORE, Fond du Lac Human Services and Duluth Public Schools agree that it is in the best interest of American Indian Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Fond du Lac Human Services Division and Duluth Public School District ISD #709 in its implementation of creating educational successes for American Indian Children by providing quality, culturally appropriate therapeutic services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Fond du Lac and ISD #709

It is understood that Fond du Lac and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Fond du Lac

1. Fond du Lac licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, Fond du Lac Mental Health Supervisor, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, Indian Education Director and ISD 709 Principals.

2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.

3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. Students served by Fond du Lac Behavioral Health in the Duluth Public Schools are clients of Fond du Lac Human Services and are subject to the same rights and responsibilities as clients served onsite at any Fond du Lac Human Services facility.

5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of Fond du Lac and ISD #709.

6. Locate therapists at Duluth Public Schools in order to provide mental health services in a private setting identified by school administrators.

7. Employ and be responsible for its employees placed at Duluth Schools.

8. Maintain appropriate professional liability insurance.

9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.

10. Obtain parental permission to provide services.

11. Maintain and own case management records of students served.

12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by Fond du Lac.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.

14. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

15. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with Fond du Lac administrative staff to plan a system of mental health service delivery.

2. Inform Principals and school staff of services available and work with Fond du Lac staff to develop a system to identify and refer students that may be in need of mental health services. Meet periodically with Fond du Lac administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide Fond du Lac with a private meeting space for mental health professionals with access to a telephone and internet connection.

4. Upon parental permission and Fond du Lac's request, Fond du Lac will be provided student schedules in order to meet with students for therapy services.

5. Obtain parental permission before referring students to Fond du Lac for therapy services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-9-22 and will continue through 9-8-2023 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Fond du Lac and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Fond du Lac and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

See pages of the 2018 Behavioral Health Policy and Procedure (attached).

Referrals. Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established Fond du Lac Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact Fond du Lac's SLMH Administrative Specialist to initiate services. The Fond du Lac staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer American Indian students to Fond du Lac Mental Health Professionals for culturally appropriate therapeutic services.

Data Collection. Duluth Public School District, upon receiving a 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 Fond du Lac Behavioral Health when requested.

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

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.
Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Fond du Lac Human Services, Attn: Carol DeVerney, 927 Trettel Lane, Cloquet, MN 55720.

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

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

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

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

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

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

Mutual Consent to Collaboration. Fond du Lac and Duluth Public School District 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 in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of School Linked Mental Health services.

Samuel Moose Digitally signed by Samuel Moose Date: 2022.11.03 11:24:14 -05'00'

_____ **Date:** _____

Fond du Lac Human Services

Simone Zunich _____ **Date:** 11/4/22

Simone Zunich, Executive Director of Business Services, ISD #709

Revenue Contracts Signed
November 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
Northeast Service Cooperative	$3,600.00*	Special Services	Providing school nursing supports in northeast Minnesota
St. Louis County - Youth in Action	$1,000.00*	East HS	Youth in Action (or YIA) is a St. Louis County program that promotes leadership by getting students involved in school and community projects that make a positive impact

Northeast Service Cooperative
Collaborating to meet your changing needs

NORTHEAST SERVICE COOPERATIVE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVCES AGREEMENT is made and entered into between the Northeast Service Cooperative and the Duluth Public School District (hereinafter referred to as Consultant) to provide school nursing supports in northeast Minnesota, as described in this agreement.

ARTICLE 1: ENGAGEMENT

1.1. Northeast Service Cooperative shall retain Consultant as an independent contractor, and not as an employee, to provide the services outlined below. Further, the relationship shall not be construed as a partnership, joint venture, or any similar arrangement. Consultant shall provide services in a manner consistent with the standards of those who provide services as stated in this agreement.

ARTICLE 2: TERM

2.1. Term. This Agreement will be effective from the date of signing and will remain in effect through June 30, 2023, unless earlier terminated pursuant to the terms of this Agreement.

ARTICLE 3: CONSIDERATION

3.1. Duluth Public School District Commitments. School will provide a licensed school nurse to perform activities as directed by Northeast Service Cooperative, including the following:

3.1.1. Keep current the database of regional school nurse contact information;

3.1.2. Curate and share resources with school nurses in the region;

3.1.3. Plan, coordinate, and facilitate a monthly School Nurse Community of Practice;

3.1.4. Communicate and collaborate with similar positions within the Minnesota Department of Education, Minnesota Department of Health, and the Minnesota Service Cooperatives; and

3.1.5. Consultant will provide documentation of dates and hours worked, and general activities conducted.

3.2. Northeast Service Cooperative Commitments. Northeast Service Cooperative will pay School $3,600. In addition, Northeast Service Cooperative will pay round-trip mileage for any in-person meetings at Northeast Service Cooperative and travel expenses for any pre-approved conferences.

ARTICLE 4: AUTHORIZED REPRESENTATIVE

4.1. Northeast Service Cooperative's Authorized Representative. Northeast Service Cooperative's Authorized Representative is Aubrie Hoover, 218-929-1560. She has the responsibility to monitor Consultant's performance and the authority to accept the services provided under this Agreement.

4.2. School's Authorized Representative. School's Authorized Representative is Simone Zunich, Exec. Dir. of Finance & Business Services.

ARTICLE 5: DATA

5.1. Government Data. The parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

ARTICLE 6: GENERAL TERMS

6.1. Governing Law, Jurisdiction and Attorney's Fees. This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party.

6.2. Assignment. Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party. Any prohibited assignment will be invalid.

6.3. Independent Contractor. Each party is an independent entity under the terms of this Agreement. Neither party will have the right, power, or authority to act or create any obligation on behalf of the other party. Except as otherwise provided, all operational expenses incurred by either party will be borne by the party incurring the expense.

6.4. Hold Harmless. Contractor will indemnify and hold Northeast Service Cooperative harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement. Northeast Service Cooperative responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

6.5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.6. Severability. If any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.

6.7. Waiver. Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

6.8. Publicity and Endorsement.

6.8.1. Publicity. Any publicity regarding the subject matter of this Agreement must be reviewed by Northeast Service Cooperative and must not be released without prior written approval from Northeast Service Cooperative's Authorized Representative.

6.8.2. Endorsement. Contractor must not claim that Northeast Service Cooperative endorses its products or services.

6.9. Agreement Complete. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE 7: TERMINATION

7.1. Termination Rights. Either party may terminate this Agreement by providing 30 calendar days' written notice to the other party. Should School terminate the contract, the payment due to School will adjust to match the proportion of the contract period completed.

Northeast Service Cooperative
Aubrie Hoover
Behavioral & Mental Health Services
Regional Manager

Signature: _____ *Date:* 11/21/22

Duluth Public School District
Exec. Dir. of Finance & Business Services

Signature: _____ *Date:* 11/17/2022

Budget Code
01 R 005 211 000 099 000

AGREEMENT FOR SERVICES
BETWEEN ST. LOUIS COUNTY AND DULUTH EAST HIGH SCHOOL

This Agreement is made and entered into between St. Louis County (the "County"), a body politic and corporate existing under the laws of the State of Minnesota, and Duluth East High School ("Contractor").

WITNESSETH:

WHEREAS, the County wishes to purchase from Contractor certain services as set forth in the document attached hereto as Exhibit A (the "Exhibit").

WHEREAS, Contractor has the training, experience, and knowledge to provide such services.

WHEREAS, there are funds available to the County for the purchase of such services.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the County and Contractor hereby agree as follows:

1. CONTRACT

The term "Contract" means this Agreement and the Exhibit, which is hereby incorporated by reference.

2. CONTRACT TERM

The term of the Contract shall begin on September 1, 2022, and end on June 1, 2023, unless sooner completed or terminated as provided herein.

3. RESPONSIBILITIES OF CONTRACTOR

Contractor shall provide services as described in the Exhibit.

4. PERSONNEL

Contractor shall provide the purchased services unless otherwise approved by the County.

5. RESPONSIBILITIES OF COUNTY

The County shall designate a representative of the County for purposes of the Contract. The representative of the County shall provide data and other information reasonably requested by Contractor.

6. COMPENSATION AMOUNT

The County shall pay Contractor $1,000.00 for the services provided under the Contract.

7. PAYMENT

Contractor shall invoice the County annually for services detailing the services performed. The County shall make payment within 35 days from its receipt of the invoice unless the County in good faith disputes the obligation (*see* Minn. Stat. § 471.425).

8. INSPECTION AND EVALUATION

The County may conduct periodic site visits to determine compliance with the Contract and to evaluate the quality of services provided by Contractor pursuant to the Contract. The County may survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to the Contract. Contractor shall cooperate with the County in conducting any such survey or evaluation.

The County may require Contractor to perform periodic reporting of the following:

(a) Performance measurement and management: Contract shall comply with County standards for program-level goals and objectives that include a method and measure for gauging progress towards those goals and objectives. Baselines or targets developed through benchmarking with other organizations shall be developed as applicable. The system for monitoring key performance indicators is explained in the Exhibit.

(b) Reporting: Contractor shall submit a report of results in the County-approved format following the budget calendar cycle.

9. AUDIT

To the extent Minn. Stat. § 16C.05, subd. 5, applies to the Contract, the books, records, documents, and accounting procedures and practices of Contractor that are relevant to the Contract are subject to examination by the County and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Such material is also subject to review by the Comptroller General of the United States, or a duly authorized representative thereof, if federal funds are used for any work under the Contract. Contractor shall maintain such material for at least six years from the date on which services or payment were last provided or made and for a longer period if any audit in progress requires further retention.

10. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms, specific to the County, shall become the property of the County when prepared, whether delivered to the County or not, and shall be delivered to the County, together with any materials furnished by the County, upon the County's request or in any event upon the end of the Contract term or termination of the Contract.

11. TAXES

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries, or other remunerations paid to employees of the Contractor and shall submit evidence of the same to the County upon the County's request.

12. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, Contractor shall be an independent contractor and not an employee of the County. No statement in the Contract shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/dental benefits, and indemnification for personal injury or property damage claims.

No withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Contractor. It is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Contractor shall at all times be free to exercise initiative, judgment, and discretion as to how best perform or provide the services contemplated by the Contract.

Contractor is responsible for hiring sufficient workers to perform the services and duties required under the Contract, withholding the workers' taxes, and paying all other employment tax obligations on their behalf.

13. SUBCONTRACTING AND ASSIGNMENT

Contractor shall neither enter into subcontracts for the performance of any of the services contemplated by the Contract nor assign the Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

14. DATA PRACTICES

To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Contract, all the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall not provide public access to or release to the public or any third party any data relating to the Contract without the County's prior written approval. If Contractor receives a request for data relating to the Contract, Contractor shall forward the request to the County for response.

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, and age.

16. INSURANCE

Contractor must maintain the following insurance for the duration of the Contract. A certificate of insurance for each policy must be on file with the County Purchasing Division within 10 days of the parties' execution of this Agreement and prior to the commencement of any work under the Contract. Contractor shall secure an endorsement to each policy requiring 10 days' notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds and 30 days' notice of cancellation for nonrenewal or material change to all named and additional insured.

The County reserves the right to rescind the Contract if Contractor does not comply with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and Contractor shall submit copies of policies to the County upon written request. All subcontractors shall provide evidence of the same coverage.

A. General Liability Insurance

$500,000 when the claim is one for death by wrongful act or omission and $500,000 to any claimant in any other case.

$1,500,000 for any number of claims arising out of a single occurrence.

No less than $2,000,000 aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors, and subcontractors and contractual and environmental liability.

The County shall be named as an additional insured on a primary and non-contributory basis.

B. Business Automobile Liability Insurance

$500,000 for claims for wrongful death and each claimant.

$1,500,000 each occurrence.

Must cover owned, non-owned, and hired vehicles.

C. Workers' Compensation Insurance

Per statutory requirements. Certificate of compliance must be executed and filed with the County.

D. Professional Liability Insurance

Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability arising from the acts or omissions of Contractor and its agents and employees in the amount of not less than $500,000 per claim and $2,000,000 annual aggregate.

17. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from and against any and all damages, expenses (including attorneys' fees, expert witness fees, and other litigation costs), liabilities, claims, and causes of action arising from sickness, injuries, damage to, or death of any person or damages to or loss of any property caused by any act or omission of Contractor, its employees, or anyone else for whose acts Contractor may be liable. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that otherwise exist as to any party or person described in the Contract.

Contractor agrees that, to protect itself and the County under the indemnity provisions set forth herein, it shall always during the term of the Contract keep in force policies of insurance as provided in section 16 of this Agreement.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way Contractor's liability, but is intended solely to provide for indemnification of the County for damages or injuries to third parties or property arising from Contractor's or its agents' performance hereunder.

18. AMENDMENTS

No alteration, variation, modification, waiver, or amendment of the provisions of the Contract shall be valid unless it has been reduced to writing and signed by authorized representatives of the County and Contractor.

19. TERMINATION

If Contractor fails to perform its obligations under any provision of the Contract or so fails to administer the work as to endanger the performance of the Contract this shall constitute a default. Unless the County excuses Contractor's default, the County may upon written notice to Contractor immediately terminate the Contract in its entirety.

The County may terminate the Contract without cause upon 90 days' written notice to Contractor.

The County's failure to insist upon strict performance of any provision of the Contract or to exercise any right under the Contract shall not constitute a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.

The County shall pay Contractor for actual work done to the date of termination.

20. NOTICES/COMMUNICATIONS

All notice and demands made pursuant to the Contract shall be directed in writing to:

Contractor	County
[Duluth East High School]	[St. Louis County]

21. OTHER TERMS AND CONDITIONS

A. Compliance with Laws/Standards

Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now or hereafter in effect pertaining to the Contract and the facilities, programs, and staff for which Contractor is responsible.

B. Licenses

Contractor shall procure at its own expense all licenses, permits, and other rights required for the performance of services contemplated by the Contract. Contractor shall inform the County of any change to the above within five days after the change occurs.

C. Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws.

D. Forum Selection

Any action arising from or relating to the Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota, or the United States District Court for the District of Minnesota.

E. Limitation of Liability

Neither party shall be liable to the other party for any special, consequential, or punitive damages or attorneys' fees arising from or relating to any breach of the Contract under any circumstances.

22. WAIVER

No waiver by the County or Contractor of any provision of the Contract shall constitute or imply a subsequent waiver of that or any other provision of the Contract.

23. UNAVOIDABLE DELAY

Contractor shall not be held responsible for damages caused by delay or failure to perform when such delay or failure to perform is due to fires, strikes, acts of God, legal acts of the public authorities, delays or defaults caused by public carriers, or acts or demands of the government in time of war or national emergency.

24. SEVERABILITY

The provisions of the Contract are severable. If any part of the Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of the Contract unless severing the part or parts which are void, invalid, or unenforceable substantially impairs the value of the entire Contract with respect to either party.

25. ORDER OF PRECEDENCE

In all instances in which the Exhibit is inconsistent with this Agreement, this Agreement shall govern and control.

26. FINAL AGREEMENT

The Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the agreed-upon terms and conditions. It shall supersede all prior negotiations, understandings, or agreements between the parties. There are no oral or written representations, warranties, or stipulations not contained in the Contract.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement on the dates stated below.

DULUTH EAST HIGH SCHOOL

By: Danette Sabor

Its: Principal

Dated: 11/15/22

ST. LOUIS COUNTY

By: _____

Its: _____

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

_____

Nick D. Campanario
Assistant County Attorney

Dated: _____

DAMION No.

Youth in Action – Advisor Guidelines and Expectations

Membership & Recruitment

Youth in Action builds leadership and participation amongst students in St. Louis County schools and communities, and greater Minnesota.

Students join Youth in Action for a variety of reasons. As a member of YIA, students will:

- Make new friends
- Have new experiences
- Gain leadership and teamwork skills
- Learn the value of service
- Strengthen communication and time management skills
- Gain self-confidence
- Build their resumes
- MAKE A DIFFERENCE in the lives of others, and so much more!

Membership is open to students in grades 9-12 in the southern areas of St. Louis County and 7-12 in the northern areas of St. Louis County.

- YIA recently expanded the program in some areas to include 7th & 8th grade students. New 7th & 8th grade students are welcome to join the program with the understanding that they must abide by the YIA Code of Conduct and that some opportunities may be reserved for 9-12th grade students only.

To join Youth in Action, each student must have the following:

- Membership Enrollment form
  - This 3-page form is to be filled out by the student and signed by a parent/guardian
- Acknowledgement of our Code of Conduct
  - As a member of YIA, students are expected to conduct themselves appropriately

Advisors are responsible for distributing and collecting YIA enrollment forms. YIA forms can be found in the Advisor Binder in the "Membership" section, on the YIA website: www.yiamn.org, or from a SLC Coordinator.

Advisors should keep a copy, and return original forms to YIA coordinators or Support Staff:

Sarah Westerberg
SLC Extension Office
Government Services Center
201 S. 3rd Ave. W.
Virginia, MN 55792

As a Youth in Action advisor for your respective school, you are the liaison between the students, program coordinators, and various organizations that we partner with.

Here is what we need from you:

- Distribute and collect forms and return them to program coordinators. This includes, but is not limited to, enrollment forms and event permissions.
- Encourage meeting and event attendance throughout the school year and the summer (remember that we are a year-round program).
- Set up and act as an administrator on a social media communication platform such as Remind, Team Reach, Schoology, or whichever platform is designated for your school. Communications between advisor, coordinators and students is very important.
- Create and manage a bank account if your group will be doing any sort of fundraising that isn't on behalf of another non-profit organization.
- **Recruitment/Retention:** This is perhaps one of the most important duties when it comes to membership as you have the most access to the students. We rely on you to be a voice and advocate for the YIA program in school.

  This can be achieved by:

  - Spreading the word about YIA
  - Posting literature and flyers around your school
  - Promoting YIA activities and events
  - Scheduling announcements
  - Supporting student activities and ideas through volunteering /participation/team building
  - Encouraging students to work with coordinators at a YIA booth or table during lunch, or Open House/Activity Fairs
  - Speaking at back-to-school events, activities fairs, school assemblies, open houses, etc. about YIA. This can be done with the current students
  - Hosting co-meetings with other clubs (i.e., Student Council, LEOs) and partnering with them for certain events
  - Speaking one-on-one with students
  - Creating a sense of acceptance and belonging for students

YIA Advisors should stress the importance of participation and proactive engagement. All participation is voluntary, and we rely on the commitment and effort of our students to operate. We encourage following through on what you say you are going to do!

Purchasing and Financial Information

All purchasing is typically done through St. Louis County (SLC) staff via a procurement card, invoicing, or special accounts. YIA has designated shopping locations, per county purchasing policies.

School Accounts

- Setting up a club account through the business or activities office for fundraisers and purchases is necessary for fundraising efforts unless a fundraiser is organized by an outside organization.

Fundraising

- YIA is happy to assist your school/YIA participants with fundraising efforts. We believe this fosters community and teaches youth leadership skills through stewardship and service.
- Fundraised proceeds should be deposited into school accounts or donated directly to the source.

Make a Difference (MAD) Conference Purchasing

- Please see the "MAD Conference" portion of this binder

Transportation

When an event is conducted off school campus, students can often utilize their own transportation, whether they drive themselves, ride with a family member, with a friend, or one of the program coordinators (on a limited basis). Sometimes, school transportation is necessary.

Please see the "Transportation" section of this binder for general transportation forms.

Advisor Responsibilities

As your school's advisor, we rely on you to communicate with your transportation department to ensure that students can attend events.

We need you to:

- Create school bus (or van) requisition submissions
- Distribute and collect any permission forms required of your school
- Provide reminders to your transportation department as needed. It has been observed that bus garages have forgotten even when these requisitions have been made
- Per county policy, transportation reimbursement forms must be submitted to the county with 30 days. We cannot guarantee reimbursement if there is a delay

Meetings

A meeting time that advisors and coordinators have agreed upon. The coordinators will be at the meeting and, if we can't be there, we'll communicate that ahead of time and the same expectations for the advisor if they cannot attend. Due to prior commitments our presence isn't always possible. We encourage advisors to lead meetings even if a coordinator isn't there.

- YIA meetings are held bi-weekly, or weekly, typically during the senior high lunch period. Please note meetings times may not align due to divided junior and senior high lunch periods
- All students should sign-in at each meeting. Morning & after school meetings are welcomed
- Additional working meetings are always welcome
- Please have students keep track of their YIA hours, in the provided advisor binder. It is helpful to do this once per month, so students do not forget what they have participated in
- Members can have a president, secretary, and treasurer; this may help with notetaking, agendas, and to be responsible for financial tracking. This is not a requirement but works well in many schools

Activities

We have a variety of events throughout the calendar year! There tends to be an influx of events and activities around the fall, holidays, and spring. These events are ideally run by the students, but will many times need facilitation by advisors and program coordinators. Students do occasionally miss classes to prepare or attend an activity. Advisors are not required to be present for all events, but you are certainly welcome and encouraged! Program coordinators are also not always able to be at every event, which will be communicated prior.

Advisor Responsibilities

- Request school building permissions for events, or delegate students to ask
- Ensure that all are dismissed for both in-school and out of school activities
- Distribute and collect YIA permission forms, as well as any permission forms required by your school
- Utilize a student sign-in sheet and ensure that all students sign in
- Take photos and videos to assist with social media content

Please see the "Activities" section of this binder for sign-in sheets, permission forms, and any others you may need.

Scholarships

YIA currently offers scholarships for seniors based on engagement and commitment to the program.

Make a Difference Conference

The mission of the annual Make a Difference Conference is to strengthen, educate and inspire young people with the help of partners so they can make a difference in their communities through leadership, advocacy, and service and to recruit, grow, and promote the Youth in Action program.

The Make a Difference Conference is YIA's largest event of the year. This event is open to current Youth in Action participants and youth that aren't involved in the program. The event generally is one day during the school year, with one half day of setup on the day before. Students are asked to volunteer for the minimal setup as an exercise in leadership and event management.

Advisor Responsibilities

- Promotion and recruitment, please refer to the recruitment and Retention section on page 2.
- Chaperone for the day: Advisors are expected to participate and engage for the duration of the event. This includes:
    - Attending student workshops and facilitate the workshops that include an advisor's school/student
    - Greet youth and give directions
    - Attend advisor meet and greet (day of the conference)
    - Coordinate transportation on the day of the event and ensure students are accounted for
    - Verify and collect permission slips by the deadline

Lettering

Some of our schools participate in a lettering program. If you are interested, please contact a YIA coordinator to discuss details and requirements.

Leadership Council

Youth in Action Leadership Council is a group of active members to help lead the program. The students are asked to use their voice about project ideas, events, and the general direction of the Youth in Action program to help keep the program growing and relevant. Members of the Leadership Council will have the opportunity to offer topic ideas for the conference workshops, help pick keynote speakers for our big events, help plan and execute our M.A.D. Conference and Leadership Retreat.

The Leadership Council typically meets virtually about once a month. Students from different schools update each other about happenings in their area and ways for others to get involved.

Advisor Role

- Information about the Council should be shared with students.
- Nominations for new student Leadership Council members throughout the school year.

Grant Applications
November 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
Miller-Dwan Foundation	Leigh Ann Viche / DAPE Teacher	Miller Dawn Foundation Grant	$2,500	Adapter training wheels and adapted scooter fir DAPE students
MN Department of Transportation	Kathi Kusch Marshall/ Principal Congdon Park Elem	MN Safe Route to School Grant	$49,634	Safe route to school plan

ISD 709
DULUTH PUBLIC SCHOOLS
DEC 20 2022
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Certified Tax Levy 2022 Payable 2023

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2022 Payable 2023 at $43,958,966.87.

Resolution B-12-22-3925

December 20, 2022

DULUTH PUBLIC SCHOOLS
Independent School District 709

2022 PAYABLE 2023 PROPERTY TAX HEARING

For the school budget year
July 1, 2022 – June 30, 2023

Prepared by:

John Magas, Superintendent
Simone Zunich, Executive Director of Finance & Business Services
Michael Hoheisel, Managing Director, R.W. Baird & Co.

REQUIREMENTS OF THE TRUTH IN TAXATION HEARING

- The 2022 Pay 2023 Proposed Property Tax Levy
  - Proposed Changes
  - Specific Purposes for Changes
- Current Year Budget
  - Distribution of Revenues by Revenue Source
  - Spending by Program Area
- Public Comments and Questions

Minnesota Statute 275.065

School District Levy and School District Funds

School District Levy

- Taxes levied in the fall of 2022 are payable and collected in 2023
- District Revenue for 2023-2024 school year
- Fiscal year 2024

School District Funds

General Fund Levy

A. Based on student enrollment

Community Education Fund Levy

A. Based on the population of the District

1. Includes basic community education revenue, youth services and after school revenue
2. Early childhood family education levy is based on number of children under 5 years of age in district

School District Levy and School District Funds

School District Funds (continued)

Debt Service Fund Levy

A. Based on annual debt retirement schedules

1. Annual levy is what is needed to pay principal and interest payments of bonded debt plus 5%
2. A calculation is done annually by the Minnesota Department of Education to determine level of fund balance
    a. If over cap of 5% a levy reduction will be made to bring debt fund balance to the 5% over levy requirement
3. Debt Service Fund may be composed of voter-approved bonds, as well as non-voter approved bonds such as abatement bonds, alternative facilities bonds, capital equipment notes, capital facilities bonds and long-term facilities maintenance bonds

How will your payable 2023 School Taxes be spent?

	Percent
General Fund Provides funding for district regular and special education instructional programs including but not limited to support services, transportation, instructional, athletic, and operational equipment, technology, building maintenance, etc.	**38.50%**
Community Education Fund Funding for Community Education programs Early Childhood Family Education and School Readiness	**2.40%**
Debt Service Fund Levy for repayment of principal and interest on District debt	**59.10%**
Total Levy before credits and exclusions:	**100.00%**

Duluth
Public Schools

The School District Levy is changing by

$873,087.04
Or
2.03%

Source: MDE Levy Limitation and Certification Report for taxes payable 2023 (page 30 of 39)

SCHOOL DISTRICT BUDGET

CURRENT SCHOOL YEAR
2022-2023

Duluth
Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
COMPOSITE BUDGET

REVENUES

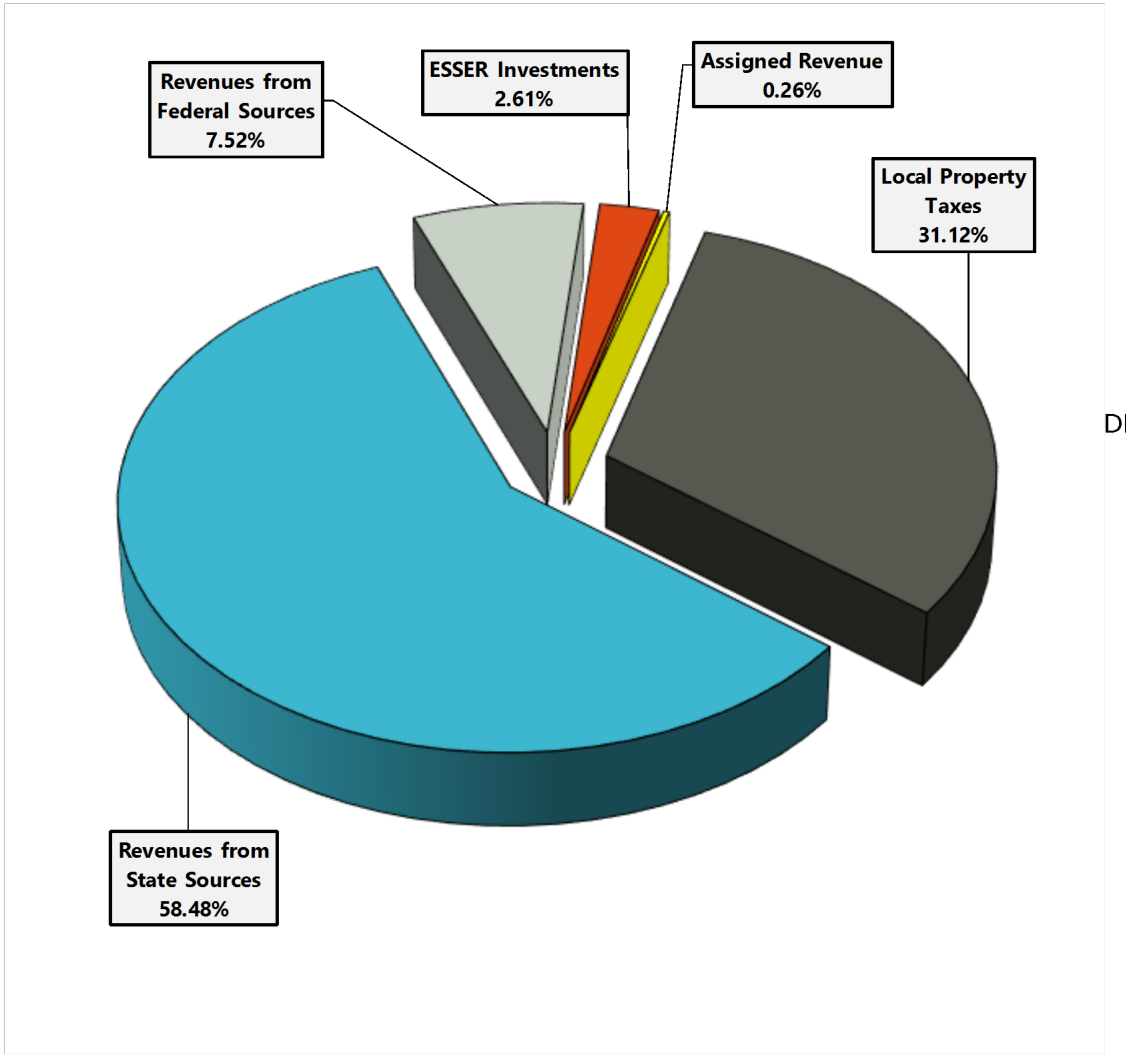
	GENERAL FUND	FOOD SERVICE	COMMUNITY SERVICE FUND	DEBT SERVICE FUND	TRUST FUND	DENTAL INTERNAL SERVICE FUND	STUDENT ACTIVITY FUND	TOTAL
Local Property Taxes	23,254,915	1,210,000	2,325,000	20,852,327	258,575	917,000	1,341,256	47,642,242
Revenues from State Sources	84,606,949	195,000	2,594,000	2,127,064				89,523,012
Revenues from Federal Sources	5,738,555	2,580,000	3,195,000					11,513,555
ESSER Investments	4,000,000							4,000,000
Assigned Revenue	400,000							400,000
Totals	118,000,418	3,985,000	8,114,000	22,979,391	258,575	917,000	1,341,256	153,078,809

EXPENSES

	GENERAL FUND	FOOD SERVICE	COMMUNITY SERVICE FUND	DEBT SERVICE FUND	TRUST FUND	DENTAL INTERNAL SERVICE FUND	STUDENT ACTIVITY FUND	TOTAL
Wages and Salaries	66,848,315	1,334,143	4,337,330					72,519,787
Employee Benefits	30,367,314	764,766	2,085,651		250,000	865,000		33,217,731
Purchased Services	10,954,945	113,450	1,375,000			59,000	810,961	12,443,395
Supplies	4,903,406	2,176,388	595,000				504,555	7,674,794
Capital Expenditures	4,845,698	25,000	85,000					4,955,698
Debt				24,691,485				24,691,485
Other	83,300	13,600	180,000				25,740	276,900
Totals	118,002,978	4,427,347	8,657,981	24,691,485	250,000	924,000	1,341,256	155,779,789

BUDGET BALANCE	(2,560)	(442,347)	(543,981)	(1,712,094)	8,575	(7,000)	-	(2,700,981)

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
REVENUE BY SOURCE



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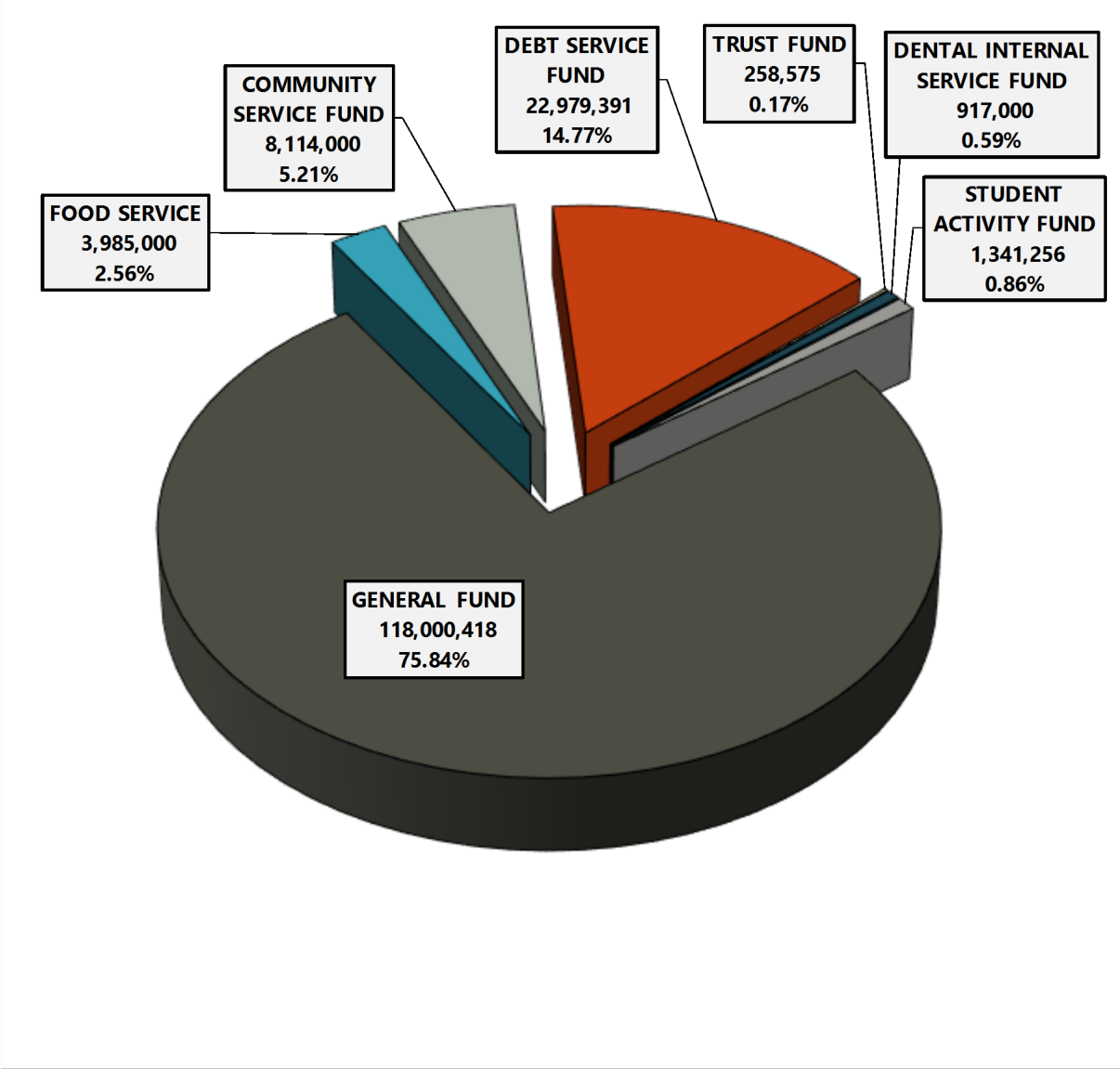
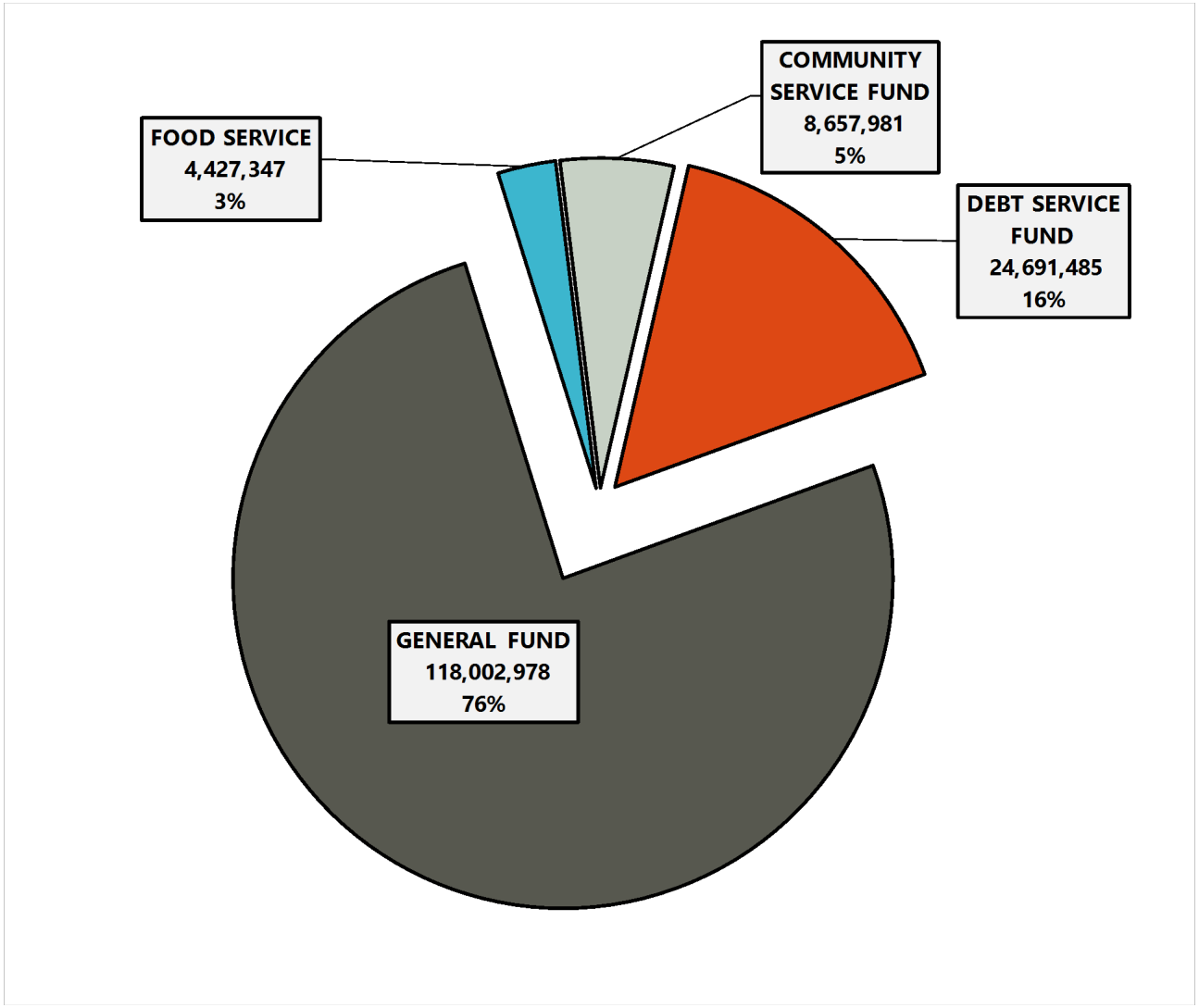
DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
REVENUE BY FUND



Duluth Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
EXPENDITURE BY FUND



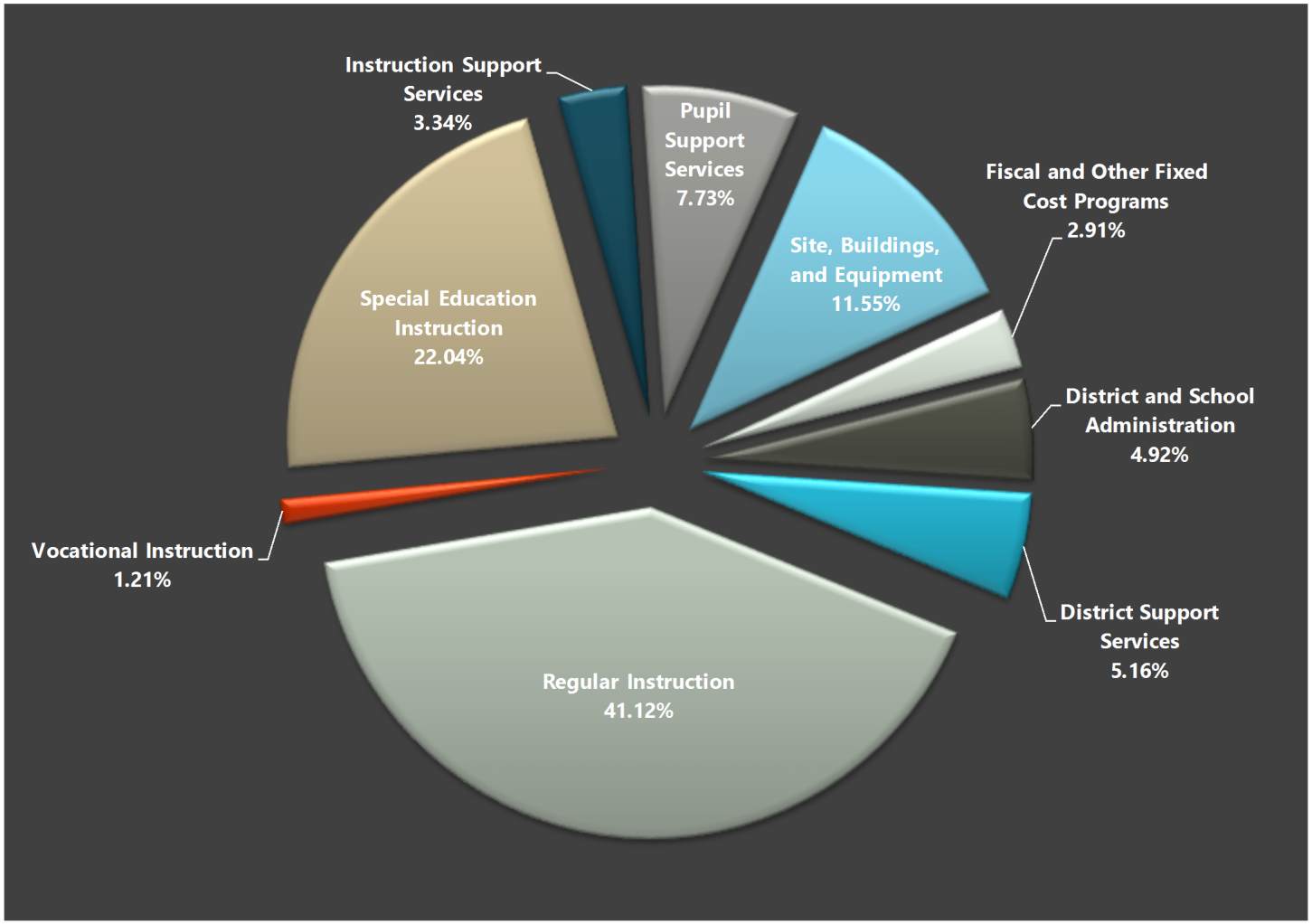
Duluth Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
GENERAL FUND PROGRAM EXPENDITURES

EXPENSES	GENERAL FUND
District and School Administration	5,804,434
District Support Services	6,092,148
Regular Instruction	48,524,286
Vocational Instruction	1,433,464
Special Education Instruction	26,011,272
Instruction Support Services	3,940,421
Pupil Support Services	9,127,193
Site, Buildings, and Equipment	13,632,971
Fiscal and Other Fixed Cost Programs	3,436,791
TOTAL EXPENDITURES	**$118,002,979**

Duluth
Public Schools

DULUTH PUBLIC SCHOOLS
FISCAL YEAR 2022-2023
GENERAL FUND PROGRAM EXPENDITURES



Duluth Public Schools

Local Financial Reminders

801

November 6, 2018 Operating Levy Referendum

Question 1: Renewal of $371.78 Per Pupil of Current Authority	Question 2: Increase Authority by $575 Per Pupil	Question 3: Increase Authority by an Additional $335 Per Pupil
Result: PASS	Result: PASS	Result: FAIL
Yes Votes: 32,248 or 73.27%	Yes Votes: 23,805 or 53.92%	Yes Votes: 21,387 or 48.65%
No Votes: 12,314 or 27.63%	No Votes: 20,346 or 46.08%	No Votes: 22,575 or 51.35%

Duluth Public Schools

Local Financial Reminders Continued

802

November 6, 2018 Operating Levy Referendum

New Authority effective taxes payable 2019 and be applicable for 10 years

Last year of collection for current operating levy authority is taxes payable 2028 / FY 2029

In Taxes Payable 2023, this authority generated $5,651,777.08 in revenue

Duluth Public Schools

Local Financial Reminders - *continued*

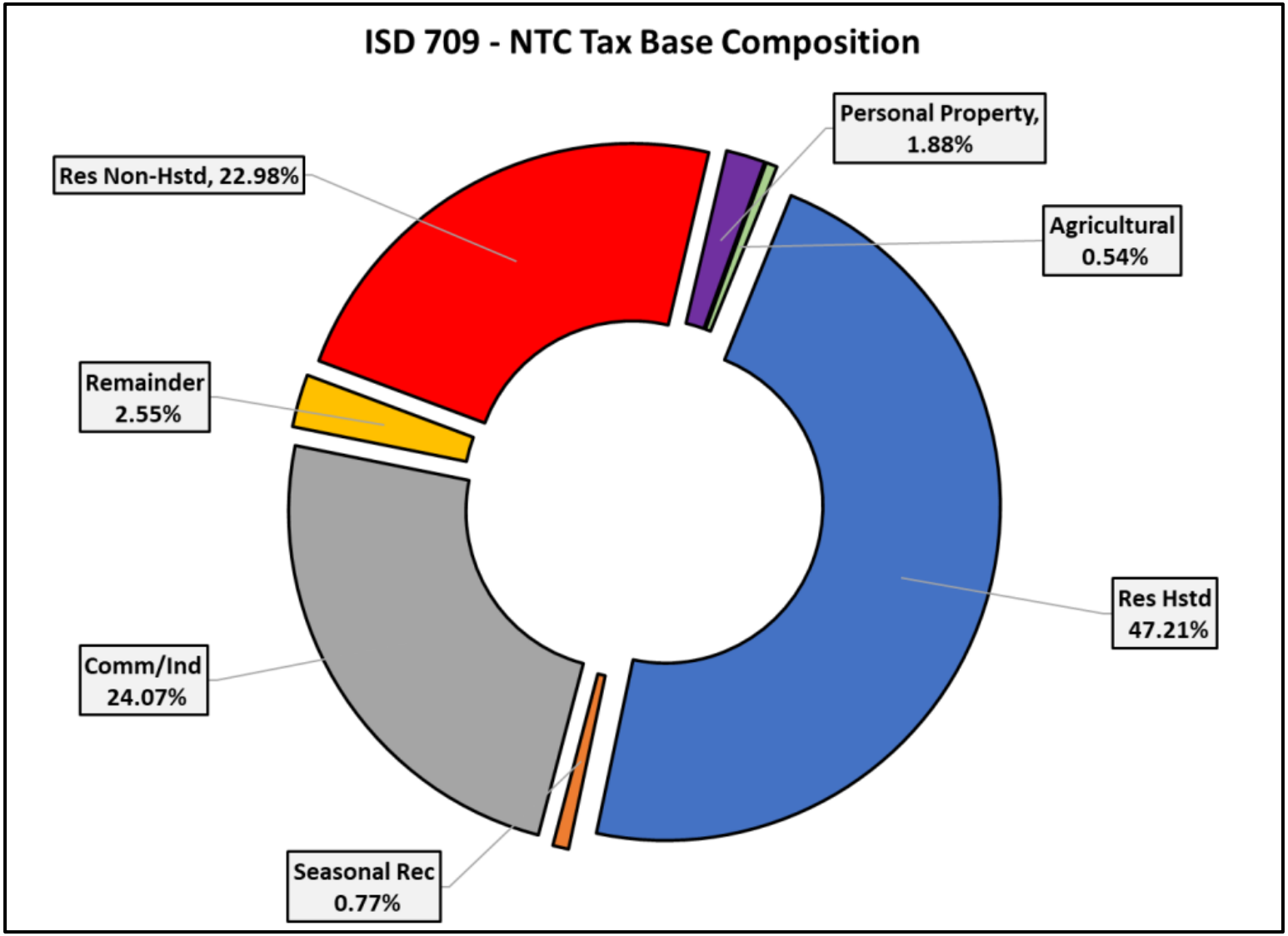
- Student Enrollment Information

AVERAGE DAILY MEMBERSHIP (ADM)

Grade	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K (total) + EC	833.29	785.96	724.76	729.81	819.79	797.02	830.04	737.24	756.32
1	652.69	704.31	647.13	636.59	602.43	644.98	641.06	588.40	614.82
2	653.92	628.66	673.36	622.13	617.88	591.03	637.68	574.16	597.78
3	650.09	630.00	606.88	662.99	624.05	597.55	572.54	597.62	590.84
4	599.45	630.27	593.91	582.37	646.85	620.48	589.52	507.84	605.84
5	611.12	581.88	605.06	586.63	570.25	621.52	619.65	540.73	516.78
6	507.52	557.25	545.60	551.39	572.48	571.29	610.70	542.05	561.90
7	633.93	526.02	555.44	567.26	579.71	584.07	589.04	581.07	593.59
8	554.58	611.60	547.75	551.08	586.18	576.26	622.87	555.74	587.95
9	639.75	681.65	694.90	647.17	668.14	707.65	697.70	695.44	658.15
10	699.47	634.01	670.54	696.38	634.02	660.50	711.16	650.09	690.45
11	636.78	674.09	602.20	619.99	664.72	609.90	646.82	672.61	638.94
12	680.42	634.81	647.49	612.03	628.87	646.91	602.23	621.11	668.29
Total ADM	**8,353.01**	**8,280.51**	**8,115.02**	**8,065.82**	**8,215.37**	**8,229.16**	**8,371.01**	**7,864.10**	**8,081.65**
Elementary ADM 1-6	3,674.79	3,732.37	3,671.94	3,642.10	3,633.94	3,646.85	3,671.15	3,350.80	3,487.96
Secondary ADM 7-12	3,844.93	3,762.18	3,718.32	3,693.91	3,761.64	3,785.29	3,869.82	3,776.06	3,837.37
Total Adjusted Pupil Units	9,122.00	9,032.95	8,858.68	8,804.60	8,967.70	8,986.22	9,144.97	8,619.31	8,849.12

Estimated Pay 2023 Tax Base Composition

804



Duluth Public Schools

HOW ARE STATE AID AND LOCAL LEVIES DETERMINED?

AUTHORITY FOR SCHOOL LEVIES

A SCHOOL DISTRICT TAX LEVY MAY BE EITHER:

SET BY STATE FORMULA

OR

VOTER APPROVED

DULUTH PUBLIC SCHOOLS
GENERAL FUND
GROSS LEVY COMPARISON

807

		ACTUAL 2021 PAY 2022	PROPOSED 2022 PAY 2023	DOLLAR DIFFERENCE
	Percent Change		**-14.73%**	
1	**Referendum Levies**	5,641,924.22	5,510,617.34	(131,306.88)
2	**Local Optional Levy**	5,717,449.14	6,012,716.16	295,267.02
3	**Equity Levy**	432,793.50	426,004.00	(6,789.50)
4	**Transition Levy**	420,502.16	413,905.49	(6,596.67)
5	**Operating Capital Levy**	1,050,553.67	1,091,475.61	40,921.94
6	**OPEB**	537,211.00	(42,844.00)	(580,055.00)
7	**Reemployment Insurance**	49,996.42	168,016.60	118,020.18
8	**Safe Schools Levy**	322,167.96	305,514.72	(16,653.24)
9	**Career & Technical Levy**	262,185.24	262,185.24	0.00
10	**Achievement & Integration Levy**	484,206.55	481,925.10	(2,281.45)
11	**Long Term Facilities Levy**	3,544,244.24	815,196.69	(2,729,047.55)
12	**Building Lease Levy**	1,295,992.23	1,401,621.00	105,628.77
13	**Tree Growth**	1,914.04	1,914.04	0.00
14	**Abatement**	67,667.39	59,362.14	(8,305.25)
	TOTAL GROSS LEVY	**$19,828,807.76**	**$16,907,610.13**	**(2,921,197.63)**

Duluth Public Schools

DULUTH PUBLIC SCHOOLS
COMMUNITY EDUCATION
GROSS LEVY COMPARISON

	Percent Change	**1.33%**	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
1 **Basic Community Ed. Levy**	$662,477.15	$662,477.15	$0.00
2 **Early Childhood Levy**	258,677.87	278,636.50	19,958.63
3 **Adults with Disabilities Levy**	28,968.51	22,309.51	(6,659.00)
4 **School Age Care Levy**	90,000.00	90,000.00	0.00
5 **Home Visit Levy**	10,683.27	12,697.25	2,013.98
6 **Abatements**	3,937.38	2,613.62	(1,323.76)
TOTAL GROSS LEVY	$1,054,744.18	$1,068,734.03	$13,989.85

Duluth
Public Schools

DULUTH PUBLIC SCHOOLS
DEBT SERVICE
GROSS LEVY COMPARISON

	Percent Change	**17.03%**	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
1 **Required Debt Service Levy**	$16,980,632.00	$17,318,852.00	$338,220.00
2 **Long Term Facilities Debt Service Levy**	6,933,788.92	9,314,906.36	2,381,117.44
3 **Debt Excess**	(1,809,360.62)	(724,159.33)	1,085,201.29
3 **Abatements**	97,267.59	73,023.68	(24,243.91)
TOTAL GROSS LEVY	22,202,327.89	25,982,622.71	3,780,294.82

Duluth Public Schools

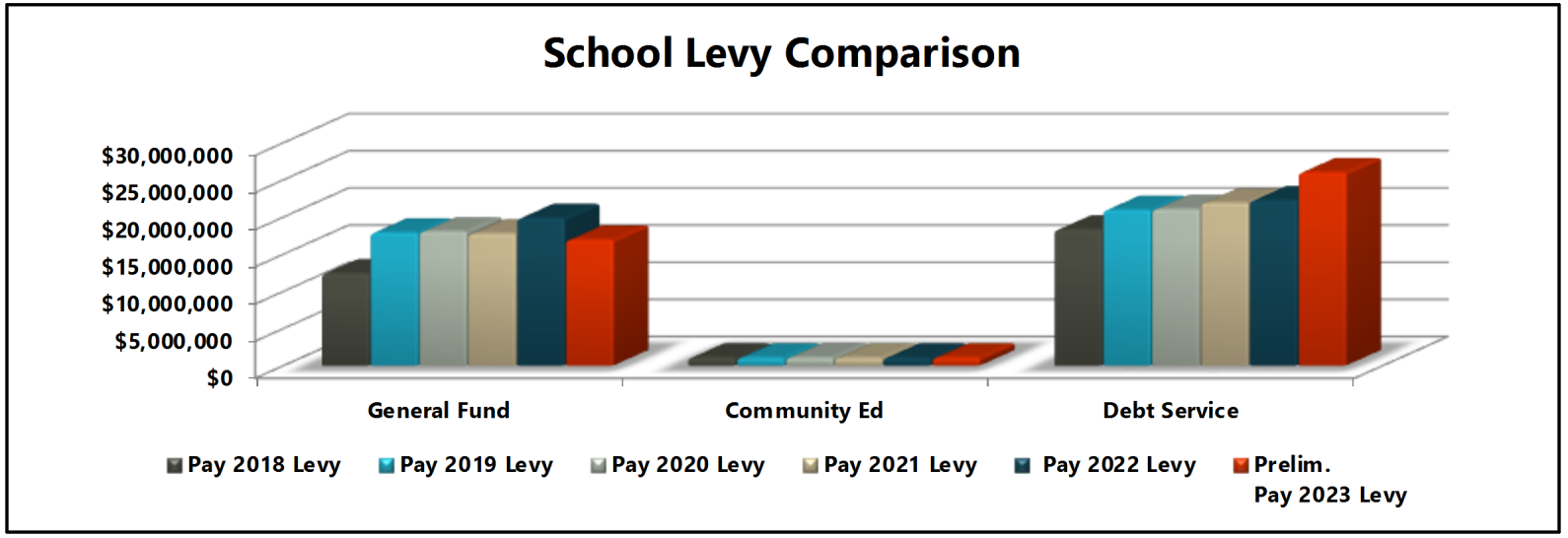
DULUTH PUBLIC SCHOOLS
ALL FUNDS
GROSS LEVY COMPARISON

	Percent Change	2.03%	
	ACTUAL 2021 PAY 2022	**PROPOSED 2022 PAY 2023**	**DOLLAR DIFFERENCE**
General Fund	$19,828,807.76	$16,907,610.13	($2,921,197.63)
Community Education Fund	1,054,744.18	1,068,734.03	13,989.85
Debt Service Fund	22,202,327.89	25,982,622.71	3,780,294.82
TOTAL GROSS LEVY	**43,085,879.83**	**43,958,966.87**	**873,087.04**

DULUTH PUBLIC SCHOOLS
SCHOOL PORTION of PROPERTY TAX LEVY

811

Total Pay 2018 Levy = $31,697,855.86
Total Pay 2019 Levy = $39,837,624.11
Total Pay 2020 Levy = $40,089,645.79
Total Pay 2021 Levy = $40,663,003.06
Total Pay 2022 Levy = $43,085,879.83
Total Prelim. Pay 2023 Levy = $43,958,966.87



	Pay 2018 Levy	Pay 2019 Levy	Pay 2020 Levy	Pay 2021 Levy	Pay 2022 Levy	Prelim. Pay 2023 Levy
General Fund	12,382,425.63	17,872,105.08	18,024,526.72	17,739,246.90	19,828,807.76	$16,907,610.13
Community Ed	1,047,799.46	1,045,278.73	1,050,895.81	1,039,985.60	1,054,744.18	1,068,734.03
Debt Service	18,267,630.77	20,920,240.30	21,014,223.26	21,883,770.56	22,202,327.89	25,982,622.71
Total Levy	**31,697,855.86**	**39,837,624.11**	**40,089,645.79**	**40,663,003.06**	**43,085,879.83**	**43,958,966.87**

Duluth Public Schools

WHAT ARE THE MAIN VARIABLES THAT MAY CAUSE PROPERTY TAX INCREASES AND DECREASES?

812

1. Changes in market values
2. Changes in class rates/history
3. Market value exclusion
4. Voter approved referendums
5. State adjustments

   (i.e. Ag2School Tax Credit Program)
6. New programs authorized or mandated by legislature

(i.e. Long-Term Facilities Maintenance [LTFM] Revenue Program)

Duluth Public Schools

CHANGES IN MARKET VALUE

The market values are final and are not a subject for the upcoming budget hearings. They were discussed at the local County Board of Review and County Board of Equalization hearings held earlier this year. The final taxable market values may reflect a reduction under the limited value law. If this property is a qualifying homestead, the final taxable market values may exclude improvements which you made to this property.

DULUTH PUBLIC SCHOOLS
TAX BASE HISTORY

Assessment Year	Taxes Payable	RMV - Referendum Market Value	% Change	NTC - Net Tax Capacity	% Change
2022	**2023**	9,976,912,185	15.727%	112,996,821	15.820%
2021	**2022**	8,621,046,488	5.020%	97,562,108	4.894%
2020	**2021**	8,208,989,331	4.420%	93,009,780	5.424%
2019	**2020**	7,861,546,141	5.796%	88,224,893	5.735%
2018	**2019**	7,430,848,653	4.865%	83,439,718	5.087%
2017	**2018**	7,086,106,061	5.030%	79,400,393	4.609%
2016	**2017**	6,746,712,710	4.029%	75,901,967	4.741%
2015	**2016**	6,485,412,360	3.365%	72,466,411	4.942%
2014	**2015**	6,274,290,486	2.338%	69,053,594	2.615%
2013	**2014**	6,130,955,276	1.969%	67,293,718	2.583%
2012	**2013**	6,012,560,140	-1.641%	65,599,036	-1.555%
2011	**2012**	6,112,867,250		66,635,215	

Source: Preliminary Pay 2023 figures are from the St. Louis County Auditor

Duluth Public Schools

State Legislative change in the Market Value Homestead credit to Homestead Market Value Exclusion

- The 2011 Legislature repealed the Homestead Market Value Credit (the homestead credit) and replaced it with a new Homestead Market Value Exclusion.

- The exclusion began for property taxes payable in 2012 and continues for taxes payable in 2023.

Pay 2022 vs. Pay 2023 School Portion of Tax

816

0%

DATA BELOW ASSUMES NO CHANGE IN PROPERTY VALUE

Type of Property	Estimated Market Value - Taxes Payable 2022	Estimated Market Value - Taxes Payable 2023	Actual Pay 2022 School Portion of Taxes	Preliminary Pay 2023 School Portion of Taxes	Estimated Tax Increase / (Decrease) - Pay 2022 vs Pay 2023	Estimated Percent Change
Residential Homestead	100,000	100,000	368.87	324.68	(44.18)	-11.98%
	125,000	125,000	490.36	431.72	(58.64)	-11.96%
	150,000	150,000	612.16	539.04	(73.13)	-11.95%
	175,000	175,000	733.65	646.07	(87.58)	-11.94%
	200,000	**200,000**	**855.46**	**753.39**	**(102.07)**	**-11.93%**
	225,000	225,000	976.94	860.42	(116.52)	-11.93%
	250,000	250,000	1,098.75	967.74	(131.01)	-11.92%
	275,000	275,000	1,220.24	1,074.77	(145.47)	-11.92%
	300,000	300,000	1,342.04	1,182.09	(159.96)	-11.92%
	400,000	400,000	1,828.63	1,610.79	(217.84)	-11.91%
	500,000	500,000	2,290.53	2,017.68	(272.85)	-11.91%
Commercial Industrial	250,000	250,000	1,699.05	1,498.17	(200.88)	-11.82%
	500,000	500,000	3,635.43	3,206.05	(429.38)	-11.81%
	1,000,000	1,000,000	7,508.20	6,621.81	(886.39)	-11.81%
	2,500,000	2,500,000	19,126.50	16,869.09	(2,257.41)	-11.80%
Seasonal Recreational	250,000	250,000	791.12	699.04	(92.08)	-11.64%
	500,000	500,000	1,582.23	1,398.08	(184.15)	-11.64%
	750,000	750,000	2,571.13	2,271.88	(299.25)	-11.64%
	1,000,000	1,000,000	3,560.03	3,145.68	(414.34)	-11.64%

Pay 2022 vs. Pay 2023 School Portion of Tax

817

16%

DATA BELOW ASSUMES A 16% CHANGE IN PROPERTY VALUE

Type of Property	Estimated Market Value - Taxes Payable 2022	Estimated Market Value - Taxes Payable 2023	Actual Pay 2022 School Portion of Taxes	Preliminary Pay 2023 School Portion of Taxes	Estimated Tax Increase / (Decrease) - Pay 2022 vs Pay 2023	Estimated Percent Change
Residential Homestead	100,000	116,000	368.87	393.16	24.30	6.59%
	125,000	145,000	490.36	517.46	27.10	5.53%
	150,000	174,000	612.16	641.76	29.59	4.83%
	175,000	203,000	733.65	766.05	32.40	4.42%
	200,000	**232,000**	**855.46**	**890.35**	**34.89**	**4.08%**
	225,000	261,000	976.94	1,014.64	37.70	3.86%
	250,000	290,000	1,098.75	1,139.22	40.47	3.68%
	275,000	319,000	1,220.24	1,263.51	43.28	3.55%
	300,000	348,000	1,342.04	1,387.81	45.77	3.41%
	400,000	464,000	1,828.63	1,872.41	43.78	2.39%
	500,000	580,000	2,290.53	2,396.43	105.90	4.62%
Commercial Industrial	250,000	290,000	1,699.05	1,771.43	72.38	4.26%
	500,000	580,000	3,635.43	3,752.57	117.14	3.22%
	1,000,000	1,160,000	7,508.20	7,714.85	206.65	2.75%
	2,500,000	2,900,000	19,126.50	19,601.70	475.20	2.48%
Seasonal Recreational	250,000	290,000	791.12	810.89	19.77	2.50%
	500,000	580,000	1,582.23	1,677.70	95.46	6.03%
	750,000	870,000	2,571.13	2,691.30	120.18	4.67%
	1,000,000	1,160,000	3,560.03	3,704.91	144.89	4.07%

Whereas, Pursuant to Minnesota Statutes the School Board of Independent School District No. 709, Duluth, Minnesota, is authorized to make the following proposed tax levies for general purposes:

General Fund	$ 16,907,610.13
Community Services	$ 1,068,734.03
Debt	$ 25,982,622.71
Total Proposed Tax Levy	$ 43,958,966.87

Now Therefore, Be it resolved by the School Board of Independent School District No. 709, Duluth, Minnesota, that the levy to be levied in 2022 to be collected in 2023 is set at $43,958,966.87. The clerk of the ISD 709 School Board is authorized to certify the proposed levy to the County Auditor of St. Louis County, Minnesota.

Public Comments and Questions?

ISD 709
DULUTH PUBLIC SCHOOLS
DEC 20 2022
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

RESOLUTION REESTABLISHING PRECINCTS AND POLLING PLACES FOR THE DULUTH PUBLIC SCHOOL DISTRICT IN 2023

WHEREAS, the precinct boundaries of the Duluth Public School District (District) which consists of the territories of the City of Duluth, City of Rice Lake, Normana, North Star & Unorg 23, Gnesen & Unorg 2, and Lakewood Townships remain as listed below following state legislative redistricting; and

WHEREAS, the District reestablishes these precincts with those boundaries as required by Minnesota Statutes 204B.14, subdivision 3(c); and

WHEREAS, the District will utilize the polling places for the City of Duluth as authorized by the City of Duluth which are currently located here:

1 - St. Michael's Catholic Church (lower level) 4901 East Superior Street
2 - Lakeside Presbyterian Church (lower level) 4430 McCullough Street
3 - Lutheran Church of the Good Shepherd (lower level) 1325 North 45th Avenue East
4 - Faith Lutheran Church Bldg. (lower level) 1814 North 51st Avenue East
5 - Lakeview Covenant Church (lower level) 1001 Jean Duluth Road
6 - Woodland Community Club 3211 Allendale Avenue
7 - Glen Avon Presbyterian Church (lower level) 2105 Woodland Avenue
8 - Duluth Congregational Church (lower level) 3833 East Superior Street
9 - Pilgrim Congregational Church (lower level) 2310 East Fourth Street
10 - U.M.D. Kirby Student Center 1120 Kirby Drive
11 - Vineyard Christian Fellowship (auditorium) 1533 West Arrowhead Road
12 - Unitarian Universalist Congregation of Duluth 835 West College Street
13 - Mt. Olive Lutheran Church (lower level) 2012 East Superior Street
14 - First Lutheran Church (lower level) 1100 East Superior Street
15 - Peace United Church of Christ 1111 North 11th Ave. East
16 - First United Methodist Church (Lakeview social hall) 230 East Skyline Parkway
17 - Washington Center (gymnasium) 310 North 1st Avenue West
18 - Lafayette Square (upper level) 3026 Minnesota Avenue
19 - Duluth Public Library (Green Room) 520 West Superior Street
21 - Lincoln Park Senior Center (lower level) 2014 West Third Street
22 - Holy Cross Lutheran Church 410 North Arlington Avenue
23 - Shepherd of the Hills Lutheran 802 Maple Grove Road
Church (fellowship hall)
24 - Christ Lutheran Church (rear lower level entrance) 2415 Ensign Street
25 - St. Lawrence Church 2410 Morris Thomas Road
26 - Holy Family Catholic Church 2430 West Third Street
27 - Harrison Community Club 3002 West Third Street
28 - City Center West 5830 Grand Avenue
29 - Our Savior's Lutheran Church (lower level) 4831 Grand Avenue
30 - Elim Lutheran Church (social hall) 6101 Cody Street
31 - Zenith Terrace Community Center 2 Foxtail Avenue
32 - Asbury United Methodist Church (lower level) 6822 Grand Ave
33 - Goodfellowship Community Center (warming area) 1242 88th Avenue West
34 - Gary New Duluth Community Recreation Center 801 101st Avenue West

WHEREAS, the polling places for the City of Rice Lake, Normana, North Star & Unorg 23, Gnesen & Unorg 2, and Lakewood Townships in the state of Minnesota remain at the following:

1 - City of Rice Lake City Hall 4107 Beyer Road
2 - Normana Town Hall 6472 French River Road
3 - North Star Township Hall 7700 Pequaywan Lake Road
4 - Gnesen Community Center 6356 Howard Gnesen Road
5 - Lakewood Town Hall 3110 Strand Road

the District hereby reestablishes these locations as the designated polling places for these precincts in accordance with Minnesota Statutes 204B.16.

ISD 709
DULUTH PUBLIC SCHOOLS
DEC 20 2022
RECEIVED BY
THE SCHOOL BOARD

RESOLUTION

Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the Intersection of E. Superior Street and Congdon Park Drive in the City of Duluth

RESOLVED, that the city of Duluth ("city") act as the legal sponsor for the transportation alternative project as contained in the 2022 grant applications to be submitted prior to January 13, 2023, and that the mayor and clerk are hereby authorized to apply to the Minnesota Department of Transportation, Federal Highway Administration for a grant not to exceed $600,000 for funding of campus connector segment six shared use path;

FURTHER RESOLVED, that the city has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate project administration;

FURTHER RESOLVED, that if awarded the funding, the school district commits to provide any permanent easements at the Congdon Park Elementary School;

FURTHER RESOLVED, that the mayor and clerk are hereby authorized to execute such documents as are necessary to implement the project on behalf of the city.

ISD 709
DULUTH PUBLIC SCHOOLS
DEC 20 2022
APPROVED BY
SCHOOL BOARD

RESOLUTION

Authorized Bank Account Signer – December 2022

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	**Banking Institution**	**Account Number**	**Addition of Authorized Signer**	**Removal of Authorized Signer**
Community Ed	Harbor Pointe Credit Union	XXXX9	Lauren Ballmer Jeremy Rupp	Cindy McLeod

ISD 709
DULUTH PUBLIC SCHOOLS
DEC 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
Stowe ES	Joanne Regan	In-kind		Handknit scarves and headbands for students
Stowe ES	Adelle Wellens	In-kind		Warm winter accessories & treats for teachers/staff lounge
Stowe ES	Susan Coen	In-kind	5th Graders	
Stowe ES	Ashley McArthur	In-kind		Misc. books and toys
Piedmont ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Laura MacArthur ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Condgon ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Congdon ES	Lutheran Church of the Good Shepherd	In-kind		Donation of snacks for students
Lester Park ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Homecroft ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lakewood ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge

Myers-Wilkins ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lowell ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Area Learning Center	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Area Learning Center	A&L Properties	In-kind	Holiday Auction	Craftsman home tool kit/mechanics tools kit, 57-piece (For the Holiday Auction)
Rockridge Academy	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Duluth Adult Education	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Ordean East MS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lincoln Park MS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lincoln Park MS	Hillary Brooks	In-kind		Donation of two gently used violins
Denfeld HS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Denfeld HS	Irving Community Association	$1,000.00	Jazz Band	
East HS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
East HS	Roger & Nancy Ralston	$200.00	Duluth East High School Orchestra	
Duluth Head Start	Jane Killough	$50.00	Duluth Head Start	

ISD 709
DULUTH PUBLIC SCHOOLS
DEC 20 2022
APPROVED BY

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
Citadel Funding	Tom Tusken	Denfeld High School	$5,000	AP computer science course for 2023-24, prioritize teacher professional development in the summer prior to the start of school.
Greater Denfeld Foundation Grant	Geraldine Davidson	Denfeld High School	$960	The funds will be used to purchase the supplies needed to create under computer desk bookshelves to create extra storage for classroom textbooks that are stored in the library.

R E S O L U T I O N

Amending Resolution Establishing Combined Polling Places for Multiple Precincts and Designating Hours During Which the Polling Places Will Remain Open for Voting for School District Elections Not Held on the Day of a Statewide Election

WHEREAS, the Duluth School Board previously adopted a Resolution combining polling places; and

WHEREAS, changes have been made to the available polling places.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

Combined Polling Places (Townships And the City of Rice Lake):
Lakewood Town Hall
3110 Strand Road
Duluth, MN 55803

"This combined polling place serves the townships of Gnesen, Lakewood, Normanna, North Star, Unorganized Precinct 2, Unorganized Precinct 23 and the City of Rice Lake, all territory in Independent School District No. 709 located in St. Louis County, Minnesota."

Combined Polling Places (District #1):
Lakeview Covenant Church
(City of Duluth, Precinct #5)
1001 Jean Duluth Road
Duluth, MN 55804

"These combined polling places serve all territory in Independent School District No. 709 located in the City of Duluth (Precincts 1-5, 7 located in St. Louis County, Minnesota."

Combined Polling Place (District #2):
Unitarian Universalist Congregation of Duluth
(City of Duluth, Precinct #12)
835 West College Street
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 6, 8-14) located in St. Louis County, Minnesota."

Combined Polling Place (District #3): Holy Cross Lutheran Church
(City of Duluth, Precinct #22)
410 North Arlington Avenue
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 15-19, 22-25) located in St. Louis County, Minnesota."

Combined Polling Place (District #4): Asbury United Methodist Church
(City of Duluth, Precinct #32)
6822 Grand Avenue
Duluth, MN 55807

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 21, 26-30, 32-34) located in St. Louis County, Minnesota."

Combined Polling Places (District At-Large): Use combined polling places for Districts 1-4

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a non-forwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

RESOLUTION

Board Member Attendance at 2023 MSBA Leadership Conference

RESOLVED, That Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the Minnesota School Boards Association 2023 Leadership Conference in Minneapolis, Minnesota on January 12-13, 2023.

Resolution SP-12-22-3924 December 20, 2022

Wipfli LLP
1502 London Road
Suite 200
Duluth, MN 55812
218.722.4705
fax 218.722.8589
www.wipfli.com

December 19, 2022

To the School Board
Independent School District No. 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Independent School District No., 709 (the "District") for the year ended June 30, 2022, and have issued our report thereon dated December 19, 2022. Professional standards require that we provide you with the following information related to our audit:

Our Responsibilities Under Auditing Standards Generally Accepted in the United States, Government Auditing Standards and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

As stated in our engagement letter dated February 1, 2022, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in accordance with accounting principles generally accepted in the United States. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our tests was not to provide an opinion on compliance with such provisions. Also, in accordance with the Uniform Guidance, we examined, on a test basis, evidence about the District's compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* applicable to each of its major federal programs for the purpose of expressing an opinion on the District's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the District's compliance with those requirements.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to your representative, John Magas, in our meeting about planning matters on August 18, 2022, in addition to our engagement letter dated February 1, 2022, accepted by Simone Zunich.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the District implemented accounting policies relating to leases due to the adoption of Governmental Accounting Standards (GASB Statement) No. 87, *Leases*.

We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were the assumptions related to the total other postemployment benefit and pension liabilities.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The misstatements detected as a result of audit procedures and corrected by management were material, in the aggregate, to the financial statements taken as a whole. There were no uncorrected misstatements at June 30, 2022.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 19, 2022, a copy of which accompanies this letter.

Management Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all of the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition of our retention.

Other Matters

Required Supplementary Information Accompanying Audited Financial Statements

We applied certain limited procedures to the management's discussion and analysis, information about the District's other postemployment health care plan, and the information about the District's net pension liability, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Supplementary Information Accompanying Audited Financial Statements

We were engaged to report on the combining balance sheet and the combining statement of revenues, expenditures, and changes in fund balance for the food service and community services funds, and fiscal compliance table, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Internal Control Matters

In planning and performing our audit of the financial statements of the District as of and for the year ending June 30, 2022, in accordance with auditing standards generally accepted in the United States, we considered the District's internal control over financial reporting (internal control) as a basis for designing our audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented or detected and corrected on a timely basis. We consider the following deficiencies in internal control to be material weaknesses.

Audit adjustments/Reconciliation of Significant Accounts (Material Weakness)

Condition - The District is responsible for controls over the period-end financial reporting process, including controls over procedures to process journal entries into the general ledger and record recurring and nonrecurring adjustments to the financial statements and reconciling general ledger accounts to supporting documentation. As a result of audit procedures, we identified significant accounts that were not reconciled at year end, including taxes receivable, general aid receivables, accounts receivable, accounts payable, salaries payable, and accrued expenses; and proposed material adjustments to the District's general ledger accounts to correct these misstatements.

Effect - Without controls over procedures that will detect or prevent misstatements when entering transactions or making adjustments to the financial statements and reconciling significant accounts to supporting documentation, the financial statements may be misstated.

Financial Statement Presentation and Disclosures

Condition - The District internal control over financial reporting does not end at the general ledger, but extends to the financial statements and related notes. As part of our professional services for the year ended June 30, 2022, Wipfli assisted in drafting the financial statements and related notes. While the District does have an internal control process to review the financial statements prepared by the auditors, the District does not have sufficient expertise to completely prepare its own financial statements and related notes, and relies on the auditors to provide necessary understanding of current accounting and disclosure principles in the preparation of the financial statements and related notes.

Effect - The completeness of the related note disclosures and the accuracy of the overall financial presentation is negatively impacted as outside auditors do not have the same comprehensive understanding of the District and its staff. The potential exists that a misstatement of the financial statements and related notes could occur and not be prevented or detected by the District.

This communication is intended solely for the information and use of management, the School board, others within the District, and the Minnesota Department of Education and includes a description of the scope of our testing of internal control over financial reporting and the results of that testing. The communication related to considering the District's internal control over financial reporting is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting. Accordingly, this communication is not suitable for any other purpose.

We appreciate the opportunity to be of service to Independent School District No. 709. In addition, we thank the employees and administration of Independent School District No. 709 for the cooperation and assistance given to us during our engagement.

Sincerely,

Wipfli LLP

Wipfli LLP

Enc.

December 19, 2022
Duluth, Minnesota

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

December 19, 2022

Wipfli LLP
1502 London Road, Suite 200
Duluth, MN 55812

This representation letter is provided in connection with your audit of the financial statements of Independent School District No. 709 (District) which comprise the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated February 1, 2022, including our responsibility for the preparation and fair presentation of the financial statements in accordance with GAAP and for preparation of the supplementary information in accordance with the applicable criteria.

2. The financial statements referred to above are fairly presented in conformity with GAAP and include all properly classified funds and other financial information of the primary government and all component units required by GAAP to be included in the financial reporting entity.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.

6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of GAAP.

7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.

8. We agree with the adjusting journal entries proposed by you and which are given effect to in the financial statements.

9. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.

10. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with GAAP.

11. Material concentrations, if any, have been properly disclosed in accordance with GAAP.

12. Guarantees, whether written or oral, under which the District is contingently liable, if any, have been properly recorded or disclosed in accordance with GAAP.

Information Provided

13. We have provided you with:

    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

    b. Additional information that you have requested from us for the purpose of the audit.

    c. Unrestricted access to persons within the District from who you determined it necessary to obtain audit evidence.

    d. Minutes of the meetings of the School Board or summaries of actions of recent meetings for which minutes have not yet prepared.

14. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of federal expenditures of federal awards.

15. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.

16. We have no knowledge of any fraud or suspected fraud affecting the District involving:

    a. Management.

    b. Employees who have significant roles in internal control.

    c. Others where the fraud could have a material effect on the financial statements.

17. We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, regulators, or others.

18. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.

19. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with GAAP.

20. We have disclosed to you the identity of the District's related parties and all the related party relationships and transactions of which we are aware.

21. We have made available to you all financial records and related data.

22. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

23. We have a process to track the status of audit findings and recommendations.

24. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

25. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.

26. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.

27. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.

28. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.

29. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determinations of financial statement amounts or other financial data significant to the audit objectives.

30. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.

31. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting noncompliance.

32. The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any material asset been pledged as collateral.

33. The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

34. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.

35. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34.

36. All funds that meet the qualitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial users.

37. Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.

38. Provisions for uncollectible receivables have been properly identified and recorded.

39. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

40. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

41. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

42. Deposits and investment securities are properly classified as to risk, and investments are properly valued and disclosed.

43. Capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated.

44. We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy. The District has identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates, and we believe the estimates are reasonable in the circumstances.

45. We believe that the actuarial assumptions and methods used to measure OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.

46. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that near term means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the District vulnerable to the risk of severe impact that have not been properly disclosed in the financial statements.

47. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

48. We acknowledge our responsibility for presenting the combining and individual fund financial statements and schedules, and fiscal compliance table in accordance with accounting principles generally accepted in the United States, and we believe the combining and individual fund financial statements and schedules, and fiscal compliance table, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States. The methods of measurement and presentation of the combining and individual fund financial statements and schedules, and fiscal compliance table have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the combining and individual fund financial statements and schedules, and fiscal compliance table are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

Schedule of Expenditures of Federal Awards

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 30, 2020.

2. We are responsible for understanding and complying with and have complied with the requirements of the Uniform Guidance including requirements relating to preparation of the schedule of expenditures of federal awards.

3. We have prepared the schedule of expenditures of federal awards in accordance with the Uniform Guidance and have identified and disclosed in the schedule expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

4. All material transactions have been recorded in the accounting records and are reflected in the schedule of expenditures of federal awards.

5. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the schedule of findings and questioned costs.

6. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance, and we believe the schedule, including its form and content, are fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the schedule have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the schedule.

7. If the schedule of expenditures of federal awards is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date we issue the supplementary information and auditor's report thereon.

Information Provided

8. We have provided you with:

    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.

    b. Additional information that you have requested from us for the purpose of the audit.

    c. Unrestricted access to persons within the District from who you determined it necessary to obtain audit evidence.

9. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance.

10. We are responsible for understanding and complying with, and have complied with in all material respects, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.

11. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on each major program. We believe the internal control system is adequate and is functioning as intended.

12. We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal and state agencies or pass-through entities relevant to major federal programs and related activities.

13. We have received no requests from a federal agency to audit one or more specific programs as a major program.

14. We have complied with direct and material compliance requirements including when applicable, those set forth in the *OMB Compliance Supplement* relating to federal awards and have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards.

15. We have disclosed to you any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.

16. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

17. Amounts claimed or used for matching were determined in accordance with relevant guidelines in the Uniform Guidance.

18. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

19. We have made available to you all documentation related to the compliance with the direct material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

20. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.

21. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.

22. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken with regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the date as of which compliance was audited.

23. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.

24. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

25. We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of the Uniform Guidance.

26. We have charged costs to federal awards in accordance with applicable cost principles.

27. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and we have provided you with all information on the status of the follow-up on prior audit findings by federal and state awarding agencies and pass-through entities, including all management decisions

28. We are responsible for and have reviewed the auditee section of the Data Collection Form as required by the Uniform Guidance.

29. We have disclosed to you all contracts or other agreements with service organizations. There have been no communications from the service organizations relating to noncompliance at the service organization.

We understand that your audit was made in accordance with auditing standards generally accepted in the United States; the Uniform Guidance, and the standards for financial audits contained in *Government Auditing Standards*, and was, therefore, designed for the purpose of obtaining reasonable assurance about whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole and whether the District had, in all material respects, administered each of its major federal programs in compliance with the laws, regulations, and provisions of contracts or grants agreements noncompliance with which could have a direct and material effect on the federal program. Accordingly, we understand that your tests of the accounting and federal program records and other auditing procedures were limited to those that you considered necessary for those purposes.

Signed Erinne Zmuda

Title Exec. Dir. of Finance, Business Services

Independent School District No. 709

Duluth, Minnesota

Financial Statements and Supplementary Information

Year Ended June 30, 2022

WIPFLI

Independent School District No. 709

Year Ended June 30, 2022

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Independent School District No. 709

Year Ended June 30, 2022

School Officials

Elective	Office	Term Expires
Jill Lofald	Chair	January 5, 2026
Rosalie Loeffler-Kemp	Vice Chair	January 5, 2026
Anna Oswald	Clerk	January 8, 2024
Kelly Durick Eder	Treasurer	January 5, 2026
David Kirby	Director	January 8, 2024
Amber Sadowski	Director	January 5, 2026
Paul Sandholm	Director	January 8, 2024

Appointive	
John Magas	Superintendent
Simone Zunich	Deputy Clerk

WIPFLI

Independent Auditor's Report

To the School Board
Independent School District No. 709
Duluth, Minnesota

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Independent School District No. 709, Duluth, Minnesota (District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the District adopted Statement No. 87 of the Government Accounting Standards Board *Leases* during the year ended June 30, 2022. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States require that the management's discussion and analysis, pages 5 – 12 information about the District's other postemployment health care plan, page 60, and information about the District's net pension liability, pages 61 and 62, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The combining nonmajor governmental funds financial statements and fiscal compliance table, pages 62 through 65, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the financial statements. The combining nonmajor governmental funds financial statements, fiscal compliance table, and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used

to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the combining nonmajor governmental funds financial statements, fiscal compliance table and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering District's internal control over financial reporting and compliance.

Wipfli LLP

Wipfli LLP

December 19, 2022
Duluth, Minnesota

Management's Discussion and Analysis

As management of Independent School District No. 709 (District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2022.

Financial Highlights

Key financial highlights for the 2021-2022 fiscal year include the following:

- Net position increased $15,322,455 or 88% of the prior year's net position (deficit).
- Overall actual revenues in the Statement of Activities were $165,796,789 and expenses were $150,474,334; leaving revenues exceeding expenditures by $15,322,455.
- General Fund unassigned fund balance increased $1,699,510 compared to Fiscal Year 2021, which accounts for 4% of General Fund Revenues.
- Assigned Fund Balances, which include Severance, Technology, Curriculum, Transportation, Facilities, and Textbooks did not change in FY2022. These funds will be spent in FY22 and future fiscal years for planned investments.
- The District's Capital Project Fund fund balance increased $32,157,118 due to borrowing for capital projects.

Overview of the Financial Statements

The financial section of the financial statements consists of four parts - Independent Auditor's Report, required supplementary information which includes the Management's Discussion and Analysis (this section), the basic financial statements and supplementary information. The basic financial statements include two kinds of statements that present different views of the District.

Government-wide Statements

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The *statement of net position* includes all of the District's assets and deferred outflows of resources, and liabilities and deferred inflows of resources. All of the current year's revenues and expenses are accounted for in the *statement of activities* regardless of when cash is received or paid.

The two government-wide statements report the District's net position and how it has changed.

The *statement of net position* presents information on all of the District's assets and deferred outflows of resources, and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, you need to consider additional non-financial factors such as changes in the District's property tax base and the condition of school buildings and other facilities.

The *statement of activities* presents information showing how the District's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (i.e., uncollected taxes and earned but unused compensated absences).

The government-wide financial statements outline functions of the District that are principally supported by property taxes and intergovernmental revenues (governmental activities). The governmental activities of the District include instruction, support services, operation and maintenance of plant, student transportation, and operation of non-instructional services.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements, state statutes, and to control and manage money for particular purposes. All of the funds of the District can be divided into three categories: *governmental funds, proprietary funds* and *fiduciary funds*.

Governmental funds - Most of the District's basic services are included in governmental funds. Governmental fund financial statements focus on near-term inflows of cash and other financial assets that can readily be converted to cash, as well as the balances at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps to determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

Because this information does not encompass the additional long-term focus of the government-wide statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. A reconciliation is provided to facilitate a comparison between governmental fund financial statements and government-wide financial statements.

Proprietary funds - The District maintains two proprietary funds, both internal service funds, which accumulate and allocate costs internally among the District's various functions. The District's internal service funds are used to account for the District's postemployment benefits and health insurance benefits. Because these services predominately benefit the governmental function, they have been included in the governmental activities in the government-wide financial statements.

Fiduciary funds - The District is the trustee, or fiduciary, for assets that belong to others, such as the employee insurance and employee flex benefit plan. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. All of the District's fiduciary activities are reported in a separate statement of fiduciary net position and a statement of changes in fiduciary net position. We exclude these activities from the government-wide financial statements because the District cannot use these assets to finance its operation.

Financial Analysis of the District as a Whole

Net position may serve over time as a useful indicator of a district's financial position. In the case of the District, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources as of June 30, 2022.

Statement of Net Position
June 30,

	2022	2021
Capital assets	$ 283,278,957	$ 277,504,097
Current and other assets	121,747,670	85,578,883
Total assets	405,026,627	363,082,980
Deferred Outflows of Resources	27,202,949	34,379,888
Long-term liabilities	292,589,170	289,873,131
Other liabilities	20,731,669	20,992,052
Total liabilities	313,320,839	310,865,183
Deferred Inflows of Resources	120,988,763	101,000,166
Net position		
Net investment in capital assets	74,464,909	94,259,622
Restricted	9,765,067	8,091,942
Unrestricted (deficit)	(86,310,002)	(119,754,045)
Total net position (deficit)	$ (2,080,026)	$ (17,402,481)

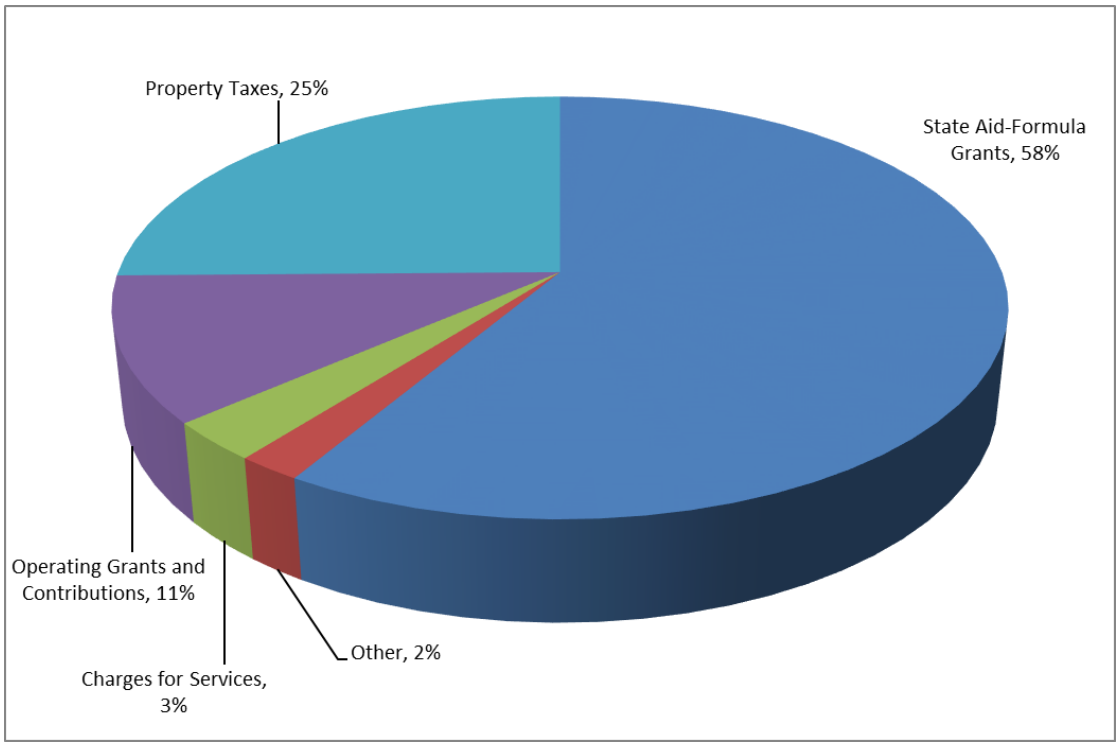
Change in Net Position
For the Years Ended June 30,

	2022	2021
Revenues		
Program revenues		
Charges for service	$ 3,571,870	$ 3,910,645
Operating grants and contributions	27,381,128	18,105,123
Capital grants and contributions	99,138	
General revenues		
Property taxes	43,173,126	38,289,828
State aids	87,822,406	88,425,532
Other	3,749,121	2,631,613
Total revenues	165,796,789	151,362,741

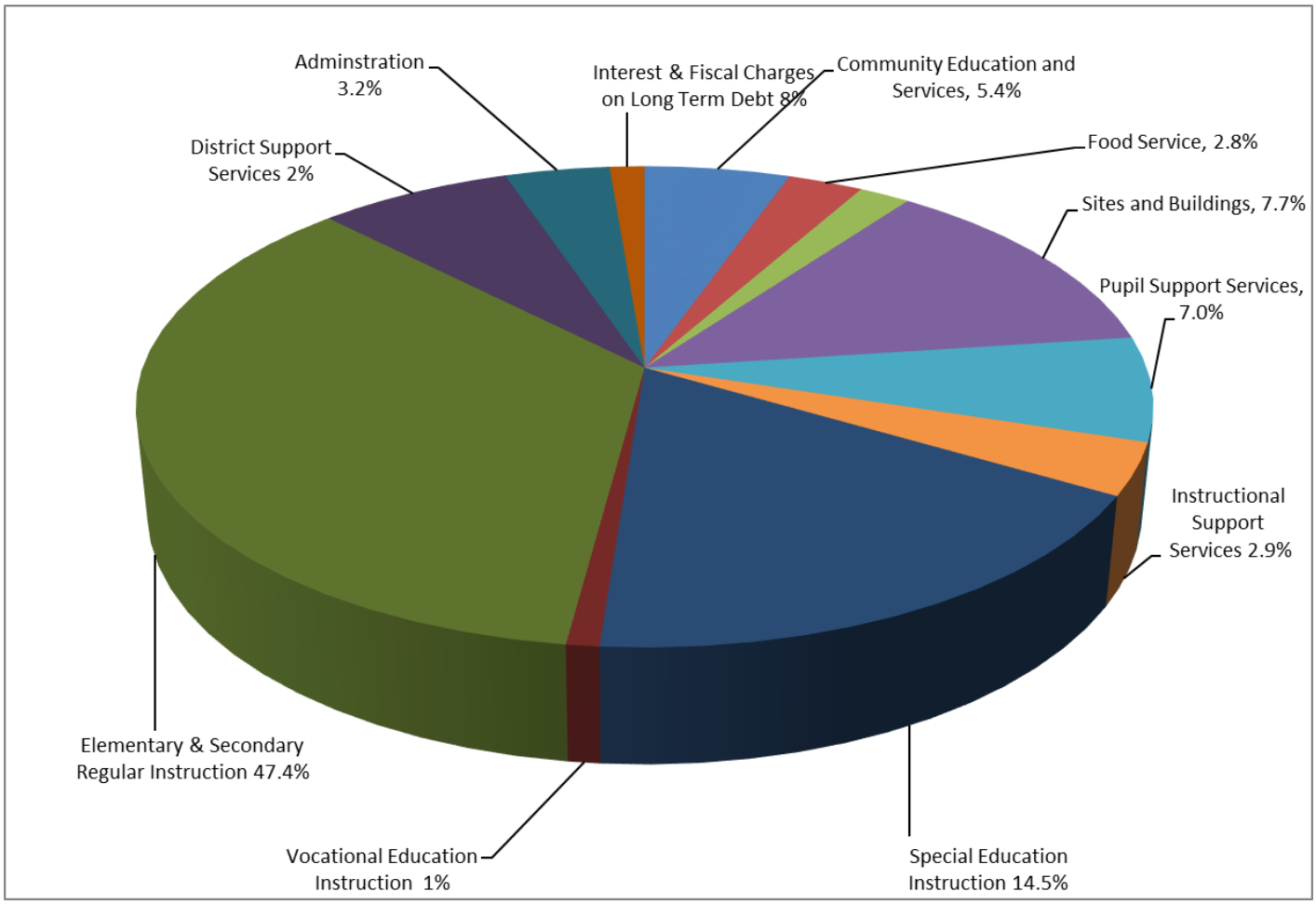
Change in Net Position (Continued)
For the Years Ended June 30,

	2022	2021
Expenses		
District and school administration	$ 5,795,239	$ 5,676,011
District support services	10,842,806	8,180,796
Regular instruction	53,362,040	50,341,217
Vocational instruction	1,308,837	1,290,460
Exceptional instruction	26,787,632	23,929,868
Instructional support services	5,265,125	4,486,209
Pupil support services	10,460,039	8,963,434
Sites, buildings and equipment	19,257,397	17,001,411
Food service	4,151,190	3,009,046
Community service	8,187,580	7,154,987
Interest and fiscal charges on long-term debt	2,163,077	9,092,203
Fiscal and other fixed cost programs	2,893,372	2,264,656
Total expenses	150,474,334	141,390,298
Change in net position	15,322,455	9,972,443
Beginning of year net position (deficit)	(17,402,481)	(27,374,924)
End of year net position (deficit)	$ (2,080,026)	$ (17,402,481)

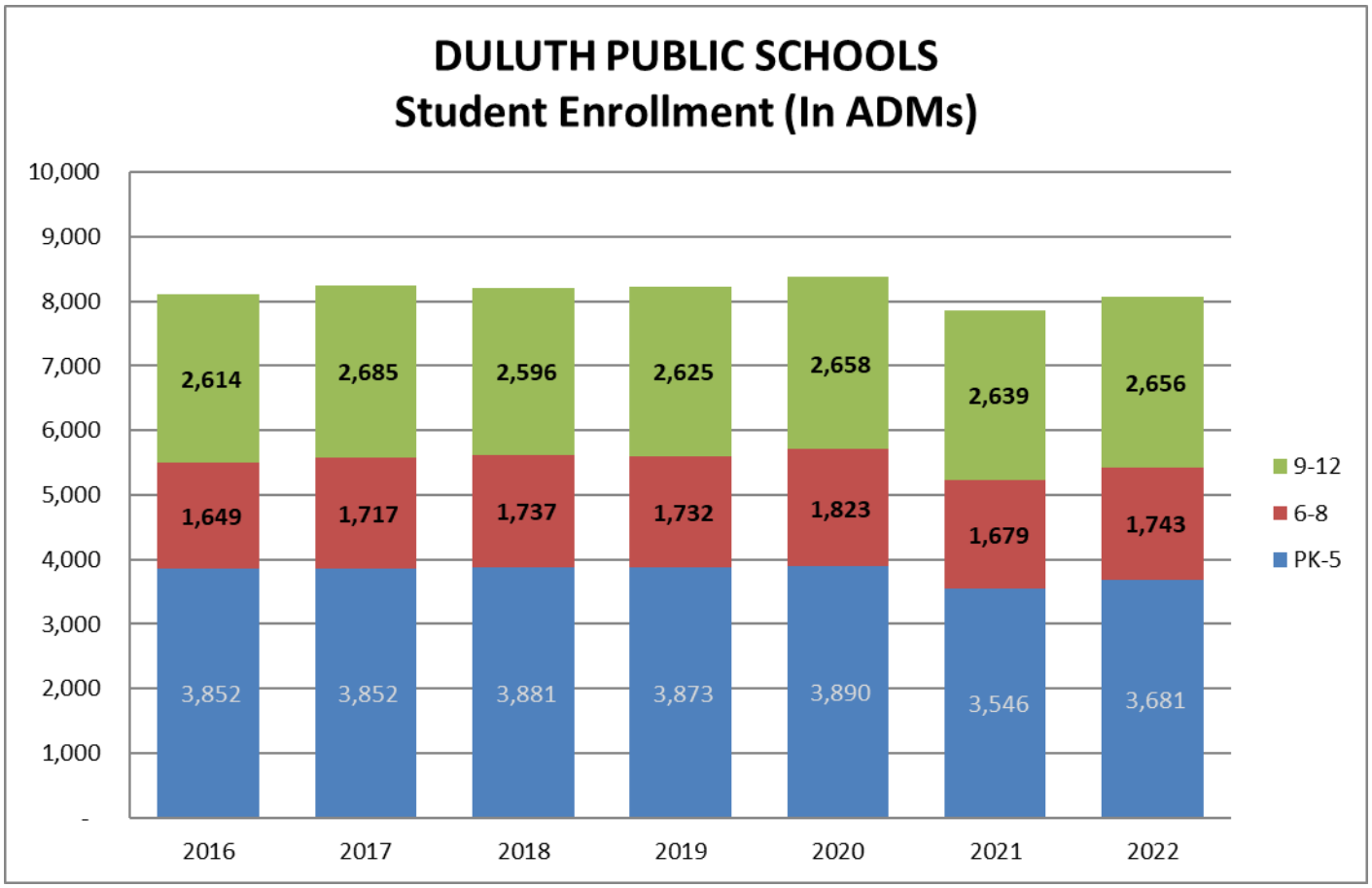
Sources of Revenue for Fiscal Year 2022



Expenses for Fiscal Year 2022



Student Enrollment
Average Daily Membership (ADM)



After seeing three years of small, but consistent enrollment growth, the 2021-22 school year resulted in an increase of 216 ADM compared to FY21. The impact of the COVID-19 pandemic played a large part in our loss, which impacted our elementary enrollment more than secondary.

In addition, due to distance learning in secondary for most of the year, the District saw a decrease in both our Area Learning Center and Academic Excellence Online.

After seeing 7,864 pupils in the 2020-21 school year, the 2021-22 school year ended with just over 8,080 ADM.

In the coming years, the district will need to monitor what percentage of students will choose to re-enroll and how much will be sustained enrollment loss into the future. As of December 2022, while only estimates, the District is still seeing a loss of over 200 ADM compared to June of 2021.

Financial Analysis of the District's Funds

While the government-wide presentations are designed to present users with a more complete picture of the District's financial position and results of operation, the traditional fund accounting basis provides users with information that can be used by the District to make decisions in the near-term.

General Fund Budgetary Highlights

The General Fund (which includes the District's general, transportation and capital funds) adopted an original revenue and other financing sources budget of $114,979,354, which was revised to $127,304,845. Actual revenues were $470,929 more than budgeted amounts or .37% more.

The General Fund adopted an original expenditure budget of $114,973,179, which was revised to $127,252,446, to account for construction projects and the additional costs associated with the Covid Pandemic. In the end, expenditures were $452,397 over budget due to timing issues of projects and supply chain related to capital planning, some unfilled staff positions, and the effects of new Federal Funds. A portion of these funds are required to be in reserved fund balances.

While the District's final budget for the General Fund anticipated that revenues and other financing sources would exceed expenditures and other financing uses by $52,400, the actual results for the year showed revenue and other financing sources exceeded expenditures and other financing uses by $1,938,424.

- Revenues were $470,929 over budget due to the District using ESSER funding and spending less conservative state and federal aid budgets.
- Expenditures were $452,397 more than anticipated due to ESSER spending. In addition, some capital projects were put off until after the fiscal year end.

Capital Asset and Debt Administration

Capital Assets

By the end of fiscal year 2022, the District had invested $372,675,550 in capital assets, including school buildings and technology equipment. Total depreciation expense for the year was $7,272,432. More detailed information about the District's capital assets is presented in Note 3 to the financial statements.

Debt Administration

At June 30, 2022, the District had $198,340,328 in general obligation bonds, certificates of participation, contracts payable and lease obligations outstanding. The District's debt rating from the State of Minnesota Credit Enhancement Program is Aa2. Under current state statues, the District's general obligation bonded debt issuances are subject to a legal limitation of 10 percent of the fair market value of property in the District. The District is within its legal authority for bonded debt.

The District also had $83,775,122 in compensated absences, severance benefits, postemployment health benefits payable, and net pension liability at June 30, 2022.

More detailed information about the District's long-term liabilities is presented in Notes 4, 5, 6, 7 and 10 to the financial statements.

Factors Bearing on the District's Future

Duluth Public Schools has been working with the District's financial advisors to utilize bonding in relation to the Long-Term Facilities Maintenance (LTFM) 10-year planning. This structure is allowing for more stability in funding and providing flexibility in completing projects.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information contact the Business Office, Independent School District #709, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811 or call Simone Zunich, Finance Manager, (218) 336-8700.

Government-Wide Financial Statements

Independent School District No. 709

Statement of Net Position (Deficit)

June 30, 2022

	Governmental Activities
Assets and Deferred Outflows of Resources	
Current assets	
Cash and temporary cash investments	$ 76,130,379
Current property taxes receivable	25,118,809
Delinquent property taxes receivable	870,355
Accounts receivable	67,176
Interest receivable	1,350
Due from other Minnesota school districts	1,069,041
Due from the Minnesota Department of Education	10,650,860
Due from the federal government through the Minnesota Department of Education	7,476,184
Due from other governmental units	211,000
Inventory	128,223
Prepaid items	24,293
Total current assets	121,747,670
Right to use assets, net of accumulated amortization	3,815,429
Capital assets, net of depreciation	
Assets not being depreciated	19,989,114
Assets being depreciated, net	259,474,414
Total capital assets, net of depreciation	279,463,528
Total assets	405,026,627
Deferred outflows of resources	
Items related to OPEB	708,410
Items related to pension plans	26,494,539
Total deferred inflows of resources	27,202,949
Total assets and deferred outflows of resources	$ 432,229,576

Statement of Net Position (Deficit) (Continued)

June 30, 2022

	Governmental Activities
Liabilities, Deferred Inflows of Resources, and Net Position	
Current liabilities	
Salaries payable	$ 8,304,642
Accounts payable	5,133,415
Accrued interest payable	2,658,839
Due to other Minnesota school districts	23,313
Due to other governments	10
Accrued expenses	4,318,342
Claims payable	21,420
Unearned revenue	271,688
Current portion of long-term liabilities	23,742,746
Total current liabilities	44,474,415
Long-term liabilities	268,846,424
Total liabilities	313,320,839
Deferred inflows of resources	
Property taxes levied for subsequent year's expenditures	41,726,247
Items related to OPEB	1,403,390
Items related to pension plans	77,859,126
Total deferred inflows of resources	120,988,763
Net position (deficit)	
Net investment in capital assets	74,464,909
Restricted	9,765,067
Unrestricted (deficit)	(86,310,002)
Total net position (deficit)	(2,080,026)
Total liabilities, deferred inflow of resources, and net position (deficit)	$ 432,229,576

See accompanying notes to financial statements.

Statement of Activities

For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenue and Changes in Net Position: Governmental Activities
Governmental activities					
District and school administration	$ 5,795,239	$	$ 235,131	$	$ (5,560,108)
District support services	10,842,806				(10,842,806)
Regular instruction	53,362,040	1,503,840	14,566,368	99,138	(37,192,694)
Vocational instruction	1,308,837	4,844	44,158		(1,259,835)
Exceptional instruction	26,787,632		2,920,036		(23,867,596)
Instructional support services	5,265,125	22,475	264,516		(4,978,134)
Pupil support services	10,460,039		725,838		(9,734,201)
Sites, buildings and equipment	19,257,397		118,899		(19,138,498)
Food service	4,151,190	112,838	4,911,956		873,604
Community service	8,187,580	1,793,043	3,594,226		(2,800,311)
Interest and fiscal charges on long-term debt	2,163,077	72,531			(2,090,546)
Fiscal and other fixed cost programs	2,893,372	62,299			(2,831,073)
Total governmental activities	$ 150,474,334	$ 3,571,870	$ 27,381,128	$ 99,138	(119,422,198)

General revenues	
Taxes	
Property taxes, levied for general purposes	18,517,957
Property taxes, levied for community service	1,108,350
Property taxes, levied for debt service	23,546,819
State aid-formula grants	87,822,406
Other general revenues	3,620,953
Investment earnings	128,168
Total general revenues	134,744,653
Change in net position	15,322,455
Net position (deficit), beginning of the year	(17,402,481)
Net position (deficit), end of the year	$ (2,080,026)

See accompanying notes to financial statements.

Independent School District No. 709

Governmental Funds – Balance Sheet

June 30, 2022

	General Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets					
Cash and temporary investments	$ 24,821,347	$ 32,772,484	$ 14,987,575	$ 2,903,629	$ 75,485,035
Current property taxes receivable	13,112,353		11,461,945	544,511	25,118,809
Delinquent property taxes receivable	483,377		363,612	23,366	870,355
Accounts receivable	44,993			21,399	66,392
Interest receivable	1,350				1,350
Due from other Minnesota school districts	1,069,041				1,069,041
Due from the Minnesota Department of Education	10,085,373		230,914	334,573	10,650,860
Due from the federal government through the Minnesota Department of Education	5,372,237			2,103,947	7,476,184
Due from other governmental units	211,000				211,000
Inventory				128,223	128,223
Prepaid expenses	24,293				24,293
Total assets	$ 55,225,364	$ 32,772,484	$ 27,044,046	$ 6,059,648	$ 121,101,542
Liabilities					
Salaries payable	$ 7,903,165	$	$	$ 401,477	$ 8,304,642
Accounts payable	2,366,292	2,246,380	2,200	518,473	5,133,345
Due to other Minnesota school districts	23,313				23,313
Due to other governments	10				10
Accrued expenses	4,220,573			97,769	4,318,342
Unearned revenue	173,200			72,053	245,253
Total liabilities	14,686,553	2,246,380	2,200	1,089,772	18,024,905
Deferred Inflows of Resources					
Unavailable revenue - delinquent property taxes	457,088		343,837	22,095	823,020
Property taxes levied for subsequent year's expenditures	18,469,175		22,202,328	1,054,744	41,726,247
Total deferred inflows of resources	18,926,263		22,546,165	1,076,839	42,549,267
Fund balances					
Nonspendable	24,293			128,223	152,516
Restricted	5,908,646	30,526,104	4,495,681	3,817,894	44,748,325
Assigned	10,090,319				10,090,319
Unassigned	5,589,290			(53,080)	5,536,210
Total fund balances	21,612,548	30,526,104	4,495,681	3,893,037	60,527,370
Total liabilities, deferred inflows of resources and fund balances	$ 55,225,364	$ 32,772,484	$ 27,044,046	$ 6,059,648	$ 121,101,542

See accompanying notes to financial statements.

Governmental Funds – Reconciliation of the Balance Sheet to the Statement of Net Position (Deficit)

June 30, 2022

Total fund balances - governmental funds	$	60,527,370
Amounts reported for governmental activities in the statement of activities are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.		
Cost of capital assets		372,675,550
Less accumulated depreciation		(93,212,022)
Right of use assets		5,227,026
Less accumulated amortization		(1,411,597)
Long-term liabilities, including bonds, capital leases payable, compensated absences, and severance benefits, are not due and payable in the current period and therefore are not reported as liabilities in the funds. Also, governmental funds report the effect of premiums and discounts when debt is first issued, whereas these amounts are deferred and amortized in the statement of net position.		
General obligation bonds		(69,967,602)
Certificates of participation		(123,990,000)
Contract payable		(98,574)
Leases payable		(4,284,152)
Compensated absences		(394,966)
Severance benefits		(21,430,481)
Unamortized bond premium and discounts		(10,473,720)
Other postemployment benefits and the deferred outflows of resources and deferred inflows of resources related to OPEB are only reported in the statement of net position.		
Total OPEB liability		(16,948,628)
Deferred outflows of resources related to OPEB		708,410
Deferred inflows of resources related to OPEB		(1,403,390)
The net pension liability and the deferred outflows of resources and inflow of resources of resources related to pensions are only reported in the statement of net position.		
Net pension liability		(45,001,047)
Deferred outflows of resources related to pensions		26,494,539
Deferred inflows of resources related to pensions		(77,859,126)
Delinquent property taxes receivable will be collected this year, but are not available soon enough to pay for the current period's expenditures, and therefore are deferred in the funds.		823,020
Governmental funds do not report a liability for accrued interest until due and payable.		(2,658,839)
An internal service fund is used by management to charge the costs of OPEB to individual funds. These assets and liabilities of the internal service fund are included in the statement of net position.		598,203
Total net position (deficit) - governmental activities	$	(2,080,026)

See accompanying notes to financial statements.

Independent School District No. 709

General Fund – Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Year Ended June 30, 2022

	General Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Local property tax levies	$ 18,110,967	$	$ 22,759,557	$ 1,083,372	$ 41,953,896
Other local and county revenues	3,621,849			1,885,889	5,507,738
Revenue from state sources	86,474,390		2,309,775	2,659,194	91,443,359
Revenue from federal sources	16,719,924			8,011,886	24,731,810
Sales and other conversion of assets	120,674			112,839	233,513
Interest income	55,637	72,531	-		128,168
Total revenues	125,103,441	72,531	25,069,332	13,753,180	163,998,484
Expenditures					
Current					
District and school administration	5,778,042				5,778,042
District support services	8,561,145				8,561,145
Regular instruction	51,107,761				51,107,761
Vocational instruction	1,278,048				1,278,048
Exceptional instruction	26,719,380				26,719,380
Community education and services				8,090,669	8,090,669
Instructional support services	5,265,125				5,265,125
Pupil support services	10,035,492			4,147,495	14,182,987
Site, buildings, and equipment	8,459,041	725,065			9,184,106
Fiscal and other fixed cost programs	2,893,372				2,893,372
Debt service					
Principal	140,743		18,690,000		18,830,743
Interest and other fiscal costs	487,234	576,573	6,372,402		7,436,209
Capital outlay	6,979,460	11,506,215		100,607	18,586,282
Total expenditures	127,704,843	12,807,853	25,062,402	12,338,771	177,913,869
Excess (deficiency) of revenues over expenditures	(2,601,402)	(12,735,322)	6,930	1,414,409	(13,915,385)
Other financing sources (uses)					
Issuance of debt		41,532,602	-		41,532,602
Premium on the issuance of debt		159,849			159,849
Sale of capital assets	2,857,686				2,857,686
Leases	1,911,973	2,970,156			4,882,129
Transfer of fund balance	(229,833)	229,833	-		
Total other financing sources	4,539,826	44,892,440	-		49,432,266
Net change in fund balance	1,938,424	32,157,118	6,930	1,414,409	35,516,881
Fund balances, beginning	19,674,124	(1,631,014)	4,488,751	2,478,628	25,010,489
Fund balances, ending	$ 21,612,548	$ 30,526,104	$ 4,495,681	$ 3,893,037	$ 60,527,370

See accompanying notes to financial statements.

Independent School District No. 709

General Fund – Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance to the Statement of Activities

For the Year Ended June 30, 2022

Total net changes in fund balances - governmental funds	$	35,516,881
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However in the statement of activities, the costs of those assets is allocated over the estimated useful lives as depreciation expense.		
Capital outlays		12,126,222
Depreciation expense		(7,272,432)
Right of use assets		4,882,129
Right of use assets amortization		(1,411,597)
Governmental funds only report the disposal of capital assets to the extent proceeds are received from the sale. In the statement of activities a gain or (loss) is reported for each disposal.		
Loss from disposal of capital assets		(2,894,359)
The issuance of long-term debt provides current financial resources to governmental funds but increase long-term liabilities in the statement of net position.		
Certificates of participation		(41,532,602)
Lease liabilities		(4,882,129)
Repayment of bond and capital lease principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. Also, governmental funds report the effect of premiums and discounts when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Principal payments on general obligations bonds		4,955,000
Principal payments on certificates of participation		13,735,000
Principal payments on leases		942,874
Principal payments on contracts payable		60,529
Amortization of bond premiums/discounts		1,813,167
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.		2,597,305
Vested employee benefits are reported in the governmental funds when amounts are paid. The statement of activities reports the value of benefits earned during the year.		
Change in total OPEB liability		(264,784)
Change in deferred outflows of resources related to OPEB		(43,330)
Change in deferred inflows of resources related to OPEB		49,492
Change in severance benefits		(7,074,950)
Change in compensated absences		62,143
Change in net pension liability		29,814,610
Change in deferred outflows of resources related to pensions		(7,133,609)
Change in deferred inflows of resources related to pensions		(17,592,483)
Delinquent property taxes receivable will be collected this year, but are not available soon enough to pay for the current period's expenditure, and therefore are deferred in the funds.		(1,219,230)
The net income of the internal service fund is reported in the statement of activities.		88,608
Change in net position - governmental activities	$	15,322,455

See accompanying notes to financial statements.

Independent School District No. 709

General Fund – Statement of Revenues, Expenditures, and Change in Fund Balance – Budget to Actual

For the Year Ended June 30, 2022

	Budget			Variance Over (Under)
	Original	Final	Actual	
Revenues				
Local property tax levies	$ 18,275,617	$ 18,275,617	$ 18,110,967	$ (164,650)
Other local and county revenues	1,860,127	2,977,390	3,621,849	644,459
Revenue from state sources	85,799,558	85,932,203	86,474,390	542,187
Revenue from federal sources	6,021,718	17,097,302	16,719,924	(377,378)
Sales and other conversion of assets			120,674	120,674
Interest income	350,000	350,000	55,637	(294,363)
Total revenues	112,307,020	124,632,512	125,103,441	470,929
Expenditures				
Current				
District and school administration	5,666,321	5,664,608	5,778,042	113,434
District support services	5,950,903	7,028,903	8,561,145	1,532,242
Regular instruction	47,025,231	54,479,233	51,107,761	(3,371,472)
Vocational instruction	1,405,357	1,405,357	1,278,048	(127,309)
Exceptional instruction	25,256,949	25,767,684	26,719,380	951,696
Instructional support services	3,540,672	4,410,093	5,265,125	855,032
Pupil support services	8,793,352	9,720,911	10,035,492	314,581
Site, buildings, and equipment	9,357,880	9,388,574	8,459,041	(929,533)
Fiscal and other fixed cost programs	3,369,403	3,369,403	2,893,372	(476,031)
Debt service				
Principal	1,612,000	1,612,000	140,743	(1,471,257)
Interest and other fiscal costs	1,122,334	1,122,334	487,234	(635,100)
Capital outlay	1,872,777	3,283,346	6,979,460	3,696,114
Total expenditures	114,973,179	127,252,446	127,704,843	452,397
Excess (deficiency) of revenues over expenditures	(2,666,159)	(2,619,934)	(2,601,402)	18,532
Other financing sources (uses)				
Transfers in	2,672,334	2,672,334		(2,672,334)
Transfers out			(229,833)	(229,833)
Sale of capital assets			2,857,686	2,857,686
Proceeds from capital lease			1,911,973	1,911,973
Total other financing sources (uses)	2,672,334	2,672,334	4,539,826	1,867,492
Net change in fund balance	6,175	52,400	1,938,424	1,886,024
Fund balance, beginning	19,674,124	19,674,124	19,674,124	
Fund balance, ending	$ 19,680,299	$ 19,726,524	$ 21,612,548	$ 1,886,024

See accompanying notes to financial statements.

Proprietary Funds – Internal Service Funds - Statement of Net Position

June 30, 2022

	Dental Insurance Fund
Assets	
Cash and temporary cash investments	$ 645,344
Accounts receivable	784
Total assets	$ 646,128
Liabilities	
Accounts payable	$ 70
Claims payable	21,420
Unearned revenue	26,435
Total liabilities	47,925
Net position	
Unrestricted	598,203
Total net position	598,203
Total liabilities and net position	$ 646,128

See accompanying notes to financial statements.

Proprietary Funds – Internal Service Funds - Statement of Revenues, Expenses, and Changes in Net Position

For the Year Ended June 30, 2022

	Dental Plan Fund
Operating revenues	
Contributions from the District and employees	$ 850,475
Total operating revenues	850,475
Operating expenses	
Dental care benefits/claims	699,933
Administrative costs	61,934
Total operating expenses	761,867
Operating income	88,608
Net position, beginning of year	509,595
Net position, end of year	$ 598,203

See accompanying notes to financial statements.

Proprietary Funds – Internal Service Funds - Statement of Cash Flows

For the Year Ended June 30, 2022

		Dental Plan Fund
Cash flows from operating activities		
Contributions from the District and employees	$	850,831
Payments for health care premiums		(766,194)
Payments for administrative costs		(61,934)
Net cash used in operating activities		22,703
Cash, beginning of year		622,641
Cash, end of year	$	645,344
Reconciliation of operating loss to net cash used in operating activities		
Operating income (loss)	$	88,608
Change in assets and liabilities		
Accounts receivable		356
Accounts payable		(66,261)
Net cash provided by operating activities	$	22,703

See accompanying notes to financial statements.

Fiduciary Funds – Statement of Fiduciary Net Position

June 30, 2022

	Federal Employee Benefit Trust Fund	Private-Purpose Fund
Assets		
Cash and temporary investments	$ 445,512	$
Investments	1,054,962	140,188
Total assets	$ 1,500,474	$ 140,188
Liabilities		
	$	$
Net position		
Restricted for endowment		120,860
Restricted for clock tower		19,328
Restricted for retirees	1,500,474	
Total net position	1,500,474	140,188
Total liabilities and net position	$ 1,500,474	$ 140,188

See accompanying notes to financial statements.

Fiduciary Funds – Statement of Changes in Fiduciary Net Position

For the Year Ended June 30, 2022

	Federal Employee Benefit Trust Fund	Private-Purpose Fund
Additions		
Contributions	$ 234,190	$
Interest	1,171	733
Total additions	235,361	733
Deductions		
Benefits paid		
Pupil support services		
Total deductions		
Change in net position	235,361	733
Net position		
Beginning of year	1,265,113	139,455
End of year	$ 1,500,474	$ 140,188

See accompanying notes to financial statements.

Notes to Financial Statements

For the Year Ended June 30, 2022

Note 1 Summary of Significant Accounting Policies

Independent School District No. 709 (District) was formed and operates pursuant to applicable Minnesota laws and statutes. The Governing Body consists of a seven-member Board elected by voters of the District. Members are elected for four-year terms. The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States as applied to governmental units. The Governmental Accounting Standards Board is the accepted standard setting board for establishing governmental accounting and financial reporting principles.

Reporting Entity

The District's financial statements include all funds, departments, agencies, boards, commissions, and other component units for which the District is considered to be financially accountable or for which the exclusion of would render the financial statements to be misleading. The District has considered all potential units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that the exclusion would cause the District's financial statements to be misleading or incomplete. Based on criteria established by the Governmental Accounting Standards Board, there are no organizations considered to be component units of the District.

Basic Financial Statement Presentation

The government-wide financial statements (i.e. the statement of net position and the statement of activities) display information about the reporting government as a whole. These statements include all the financial activities of the District, except for the fiduciary funds. The fiduciary funds are only reported in the statement of fiduciary net position at the fund financial statement level.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

The District applies restricted resources first when an expense is incurred for the purpose for which both restricted and unrestricted net position is available. Depreciation expense that can be specifically identified by function and is included in the direct expenses of each function. Interest on long-term debt is considered an indirect expense and is reported separately on the statement of activities. Generally, the effect of material inter-fund activity has been removed from the government-wide financial statements.

Separate fund financial statements are provided for governmental, proprietary and fiduciary funds. Major individual governmental funds are reported as a separate column in the fund financial statements. Aggregated information for the remaining non-major governmental funds is reported in a single column in the fund financial statements.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 1 Summary of Significant Accounting Policies (Continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the District's internal service fund is charges to customers for service. Operating expenses for the internal service funds include the cost of services. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The fiduciary funds are presented in the fiduciary fund financial statements by type (benefit trust and private trust). Since by definition these assets are being held for the benefit of a third party (employees and donors) and cannot be used to address activities or obligations of the District, these funds are not incorporated into the government-wide statements.

Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment applied is determined by its measurement focus and basis of accounting. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are generally recognized as revenues in the fiscal year for which they are levied, except for amounts recognized in advanced accordance with a statutory "tax shift" described later in these notes. Grants and similar items are recognized when all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this basis of accounting transactions are recorded in the following manner:

1. Revenue Recognition - Revenue is recognized when it becomes measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property tax revenue is generally considered as available if collected within 60 days after year-end. State revenue is recognized in the year in which it applies according to Minnesota Statutes. Minnesota Statutes include state aid funding formulas for specific fiscal years. Federal revenue is recorded in the year in which the related expenditure is made. Other revenue is considered available if collected within one year.

2. Recording of Expenditures - Expenditures are generally recorded when a liability is incurred. However, expenditures are recorded as prepaid for approved disbursements or liabilities incurred in advance of the year in which the item is to be used. Principal and interest on long-term debt issues are recognized on their due dates.

Proprietary funds are accounted for using the accrual basis of accounting. These funds account for operations that are primarily financed by user charges. The District's internal service fund is used to account for the revocable trust fund established to provide funds needed for future OPEB obligations for employees and retirees.

A general summary of the nature and purpose of each of the funds maintained by the District follows:

Note 1 Summary of Significant Accounting Policies (Continued)

Major Governmental Funds

General Fund - This fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund. The general fund accounts for administration, early childhood special education through 12th grade instruction, transporting students to and from school, maintenance of facilities, equipment purchases and maintenance and capital projects.

Capital Projects Fund - The Capital Projects Fund is used to account for financial resources used in the acquisition and construction of major capital facilities.

Debt Service Fund - The Debt Service Fund accounts for the accumulation of resources for the retirement of principal and interest on all general obligation bond indebtedness, other than the District's OPEB bonds. Assets of the Debt Service Fund are restricted to the payment of bond principal and interest.

Nonmajor Governmental Funds

Special Revenue Funds - These funds are used to account for the proceeds of specific revenue sources that are restricted by law or administrative action to expenditure for specified purposes. The District's has two special revenue funds:

Food Service Fund - is used to account for food service revenues and expenditures. Revenues consist of state and federal aids, grants, and sales to pupils and adults.

Community Service Fund - is used to account for services provided to residents in the areas of recreation, civic activities, nonpublic pupils, adult or early childhood programs, K-6 extended day programs, or other similar services. Revenues consist of state and federal aids, grants, and program participant fees.

Proprietary Funds

Dental Insurance Fund - This internal service fund is used to account for dental benefits for employees who are covered by the self-insured plan of the District.

Fiduciary Funds

Private Purpose Trust Fund - These funds are used to account for specific purposes that were defined by the individual that gave the funds. The District includes the Miller Memorial Playground endowment and the Clock Tower endowment as Private Purpose Trust Funds.

Federal Employee Benefit Trust Fund - These funds are used to account for employees' severance for federally funded programs.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 1 Summary of Significant Accounting Policies (Continued)

Budgeting

Formal budgetary accounting is employed as a management control for all funds of the District. For each fund for which a formal budget is adopted, the budget is prepared on the same basis of accounting as the fund financial statements. The budget is adopted through passage of a resolution. The School Board must approve revisions. Legal budgetary control is at the fund account level. The annual budget is not legally binding on the District unless the District has a total deficit in its general fund, which exceeds 2.5 percent of expenditures.

Cash and Temporary Investments

Cash and investments of the individual funds are combined to form a pool, except for fiduciary funds, and are invested to the extent available in various securities as authorized by state law. Investments in state and local government securities are recorded at fair value, based on quoted market price. Negotiable certificates of deposit are recorded at cost, which approximates fair value. Money market accounts and investments in external investment pools are recorded at fair value, based on the fair value of the position in the pool. Earnings from the pooled investments are distributed between the funds based on their prorated portion of monthly cash balances.

The District considers highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

Receivables

All receivables are shown net of any allowance for uncollectible amounts. No allowances for uncollectibles have been recorded. The only receivables not expected to be collected within one year are delinquent property taxes receivable.

Inventory

General Fund inventory includes instructional and other materials held in the central storeroom. Inventory in the Food Service Fund consists of food and supplies. The General Fund central storeroom inventory is priced using the weighted average method. All inventories are accounted for using the consumption method. Under the consumption method, expenditures are recognized when inventory is used rather than when purchased. Food and supplies are valued at cost on a first-in, first-out basis.

Prepaid Expenses

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses.

Note 1 Summary of Significant Accounting Policies (Continued)

Property Taxes

Property taxes are set by the school board and certified to the county auditor who acts as collecting agent, in December of the year prior to collection. Taxes become a lien on property on the following January 1. Minnesota school districts operate under a levy limitation law that generally limits annual increases in taxes per capita. This law does not cover levies for bonded indebtedness.

Real property taxes may be paid by taxpayers in two equal installments on May 15 and October 15. Personal property taxes may be paid on February 28 and June 30. The county provides tax settlements to school districts and other taxing districts in January, March, June, and November or December. Portions of the tax levy paid by the state in the form of credits are included in revenue from state sources.

Generally, tax revenue is recognized in the fiscal year ending June 30, following the calendar year in which the tax levy is collectible, while the current calendar year tax levy is recorded as a deferred inflow of resources (property taxes levied for subsequent year). General fund revenue is determined annually by statutory funding formulas. These formulas allocate revenue between property taxes and state aids based on education funding priorities set by the Minnesota State Legislature. Changes in this allocation result in an annual change in property tax revenue recognition referred to as the "tax shift". In prior years, the amount of shift has varied between 0 and 50 percent.

The following is a summary of tax shift transactions by fund:

	(0.0%) Total Shift June 30, 2021	State Aid Adjustment	Revenue Adjustment	(0.0%) Total Shift June 30, 2022
General Fund	$ 1,382,363	$	$ (22,730)	$ 1,359,633

Taxes that remain unpaid are classified as delinquent taxes receivable. Revenue from these delinquent property taxes that is not collected within 60 days of year-end is reported as a deferred inflow of resources in the fund based financial statements (unavailable revenue – delinquent taxes) because it is not available to finance the operations of the District in the current year. No allowance for uncollectible taxes is considered necessary.

Capital Assets

Capital assets are recorded at historical cost if purchased, or estimated historical cost for assets where actual historical cost is not available, based on an appraisal performed as of June 30, 2003. Donated assets are recorded as capital assets at their estimated acquisition value at the date of donation. The District maintains a threshold level of $5,000 or more for capitalizing capital assets. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 1 Summary of Significant Accounting Policies (Continued)

Capital assets are reported in the government-wide financial statements, but are not reported in the fund financial statements. Capital assets are depreciated using the straight-line method over their estimated useful lives, ranging from five to fifty years.

Capital assets not being depreciated include land and construction in progress.

The District does not possess any material amounts of infrastructure capital assets. Items such as sidewalks and other land improvements are considered to be part of the cost of buildings or other improvable property.

Unearned Revenue

Unearned revenue results when asset recognition criteria have been met, but revenue recognition criteria have not been met. The balance consists primarily of revenue that will be recognized based on future expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has reported deferred outflows of resources related to pensions for its proportionate shares of collective deferred outflows of resources related to pensions and the District's contributions to pension plans subsequent to the measurement date of the collective net pension liability. The District has also reported deferred outflows of resources related to OPEB for the changes of assumption and the District's contributions subsequent to the measurement date of the total OPEB liability.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has reported unavailable revenue from delinquent property taxes, which arises only under a modified accrual basis of accounting, in the governmental funds balance sheet. The District has also reported property taxes levied for subsequent years expenditures as a deferred inflow of resources in both the governmental funds balance sheet and the statement of net position. The District has also reported deferred inflows of resources for its proportionate share of the collective deferred inflows of resources related to pensions. The District has also reported deferred inflows of resources related to OPEB for the difference between expected and actual liability and changes in assumptions.

Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenses.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Note 1 Summary of Significant Accounting Policies (Continued)

GASB 87 Leases

The District is a lessee in a noncancelable lease. If the contract provides the District the right to substantially all the economic benefits and the right to direct the use of the identified asset, it is considered to be or contain a lease. Right-of-use (ROU) assets and lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the expected lease term. The ROU asset is also adjusted for any lease prepayments made, lease incentives received, and initial direct costs incurred.

The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. Increases (decreases) to variable lease payments due to subsequent changes in an index or rate are recorded as variable lease expense (income) in the future period in which they are incurred.

The discount rate used is the implicit rate in the lease contract, if it is readily determinable, or the District's incremental borrowing rate. The District uses the incremental borrowing rate based on the information available at the commencement date for all leases. The District's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment.

The ROU asset for leases is amortized on a straight-line basis over the lease term.

Compensated Absences

Vacation granted and sick pay earned is based on length of service and various bargaining unit contracts. A liability is recorded for earned but unpaid vacation. Unused sick leave enters into the calculation of severance payments for some employees upon termination.

Severance Benefits

Upon retirement, some District employees are entitled to a severance amount based on accumulated unused sick leave, age, years of service and wage rate at the date of retirement, as established by contracts with bargaining units or other employment contracts. These contracts establish the terms and amounts each retiree is eligible to receive and establish when this severance benefit vests, all of which may differ between each bargaining unit and employee group. In the fund financial statements, a liability is recorded for severance pay when the employee retires. In the government-wide financial statements, a liability is recorded for severance pay at the time the employee becomes eligible for retirement.

Pensions

For the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about fiduciary net position of the Teachers Retirement Association (TRA) and Public Employees Retirement Association (PERA) and additions to/deductions from TRA and PERA's fiduciary net position have been determined on the same basis as they are reported by TRA and PERA. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 1 Summary of Significant Accounting Policies (Continued)

TRA has a special funding situation created by direct aid contributions made by the State of Minnesota, City of Minneapolis and Minneapolis School District. The direct aid is a result of the merger of the Minneapolis Teachers Retirement Fund Association into TRA in 2006. A second direct aid source is from the State of Minnesota for the merger of the Duluth Teacher's Retirement Fund Association (DTRFA) in 2015. Additional information can be found in Note 8.

Other Postemployment Benefits (OPEB)

The District provides postemployment health insurance benefits to some retired employees as established by contracts with bargaining units or other employment contracts. These contracts state the years, age and retiring dates needed to qualify for these postemployment benefits. The contracts also establish the amount the District will contribute towards the purchase of health insurance.

Fund Balance

In the fund financial statements, governmental funds report fund balance amounts within one of the following categories: nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance consists of amounts that cannot be spent because it is not in spendable form. Restricted fund balance consists of amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions. Committed fund balance consists of amounts that are constrained for specific purposes that are internally imposed by a formal action of the School Board. Assigned fund balance consists of amounts intended to be used for specific purposes but do not meet the criteria to be classified as restricted or committed.

The District applies restricted resources first when an expense is incurred for the purpose for which both restricted and unrestricted fund balance is available. The portion of the fund balance not nonspendable, restricted, committed or assigned is reported as unassigned fund balance. If resources from more than one fund balance classification could be spent, the District will strive to spend resources in the following order: nonspendable, restricted, committed, assigned and unassigned.

In accordance with the District's fund balance policy, a majority vote of the School Board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board and the District's management is authorized to assign fund balance to a specific purpose.

The District strives to maintain a minimum unassigned General Fund fund balance equal to 8 percent of the annual expenditures budget. At June 30, 2022, the District had met the minimum fund balance goal.

Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources, in the government-wide, proprietary and fiduciary fund financial statements. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any long-term debt used to build or acquire the capital assets. Net position is reported as restricted in the government-wide financial statements when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Note 1 Summary of Significant Accounting Policies (Continued)

Subsequent Events

In preparing these financial statements, the District has evaluated events and transactions for potential recognition or disclosure through December 19, 2022, the date the financial statements were available to be issued. There were no subsequent events identified by the District that are required to be disclosed.

Change in Accounting Policy

In June 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 87, *Leases.* The statement enhances the relevance and consistency of reporting for the District's leasing activities by establishing requirements for lease accounting based on the principle that leases are financings of underlying right-to-use assets. A lessee is required to recognize a lease liability and intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources. The District adopted this guidance retroactively for the year ended June 30, 2022. The adoption of this guidance did not affect beginning net position for the year ended June 30, 2022 and, accordingly, restatement of beginning net position was not necessary.

Note 2 Deposits and Investments

Deposits

In accordance with Minnesota Statutes, the District maintains deposits at those depositories authorized by the School Board. Such depositories are members of the Federal Reserve System.

Minnesota Statutes require that all District deposits be protected by insurance, surety bond, or collateral. Authorized collateral includes certain notes secured by first mortgages; obligations that are legally authorized investments for debt service funds and certain state or local government obligations. Minnesota Statutes require that securities pledged as collateral be held in safekeeping by the District Treasurer or in a financial institution other than that furnishing collateral. The market value of collateral pledged must equal 110 percent of the deposits not covered by insurance or bonds.

Custodial Credit Risk - Deposits - Custodial credit risk is the risk that in the event of a financial institution failure, the District's deposits may not be returned to it. The District requires collateral for deposits over FDIC insurance amounts. At June 30, 2022, the District's deposits were not exposed to custodial credit risk.

Investments

The District may also invest idle funds as authorized by Minnesota statutes, as follows: direct obligations or obligations guaranteed by the United States or its agencies; shares of investment companies registered under the Federal Investment Company Act of 1940 and receives the highest credit rating, is rated in one of the two highest rating categories by a statistical rating agency, and all of the investments have a final maturity of thirteen months or less; general obligations rated "A" or better; revenue obligations rated "AA" or better, general obligations of the Minnesota Housing Finance Agency rated "A" or better; bankers' acceptances of United States' bank eligible for purchase by the Federal Reserve System; commercial paper issued by United States' corporations or their Canadian subsidiaries, of the highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less; time deposits fully insured by U.S. banks; guaranteed investment contracts guaranteed by a United States commercial bank, domestic branch of a

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 2 Deposits and Investments (Continued)

foreign bank, or a United States insurance company, and with a credit quality in one of the top two highest categories; repurchase or reverse purchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding $10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities broker-dealers.

The Minnesota School District Liquid Asset Fund (MSDLAF) and MN Trust are regulated by Minnesota Statutes and are external investment pools not registered with the Securities and Exchange Commission (SEC). The District's investment in MSDLAF and MN Trust are measured at net asset value per share provided by the pool, which is based on an amortized cost method that approximates fair value. MSDLAF and MN Trust are short-term money market portfolios. The portfolios are managed to maintain a dollar-weighted average portfolio maturity of no greater than 60 days and seeks to maintain a constant net asset value (NAV) per share of $1.00.

Interest rate risk - Interest rate risk is the risk that changes in the market interest rates will adversely affect the fair value of an investment. The District does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

The District had the following investments at June 30, 2022:

		Maturities		
	Fair Value	Less than 1 Year	1-3 Years	Over 3 Years
Money Market Funds	$ 8,015,839	$ 8,015,839	$	$
External Investments Pools	44,113,728	44,113,728		
U.S. Treasury Note	15,966,540	15,966,540		
Government securities	6,270,006	6,270,006		
Negotiable CDs	993,913	993,913		
Total	$ 75,360,026	$ 75,360,026	$	$

Credit risk - Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. State law limits investments as discussed above. The District has no investment policy that would further limit its investment choices.

S&P or Moody's Rating	Fair Value
AAAm	$ 22,236,546
Aaa	52,129,567
Not rated	993,913
Total	$ 75,360,026

Note 2 Deposits and Investments (Continued)

Concentration of credit risk - The concentration risk is the risk of loss that may be caused by the District's investment in a single issuer. The District places no limit on the amount the District may invest in any one issuer.

Custodial risk - The custodial risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of the investment or collateral securities that are in the possession of an outside party. At June 30, 2022, the District's investments were not exposed to custodial risk.

The District categorizes its fair value measurements within the fair value hierarchy established by accounting principles generally accepted in the United States. The hierarchy is based on the valuation inputs used to measure the fair value of the assets. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 are significant unobservable inputs.

The District has the following investments valued at recurring fair value measurements at June 30, 2022:

		Fair Value Measurements Using		
Investments by fair value level		Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Debt securities				
U.S. Treasury Note	$ 15,966,540	$	$ 15,966,540	$
Negotiable certificates of deposit	993,913		993,913	
Government securities	6,270,006		6,270,006	
Total debt securities/investment by fair value level	23,230,459		23,230,459	
Investments measured at the net asset value (NAV)				
External investment pools	44,113,728			
Other Investments				
Money market funds	8,015,839			
Total investments	$ 75,360,026			

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 2 Deposits and Investments (Continued)

The following table sets forth additional disclosures about the District's investments whose value are estimated using net asset value (NAV) as of June 30, 2022:

	Total	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
External Investment Pool - MSDLAF Liquid Class	$ 6,438,478	$ 0	On Demand	2 P.M. Eastern Time transaction deadline.
External Investment Pool - MSDLAF MAX Class	$ 1,127,162	$ 0	14 days, with the exception of direct investments of funds distributed by the State of Minnesota	24-hour notice
External Investment Pool - MN Trust	$ 36,548,088	$ 0	None	None
Total External Pool Investments	$ 44,113,728			

The District's total cash and investments are as follows:

Petty Cash	$ 5,880
Deposits	2,405,135
Investments	75,360,026
Total	$ 77,771,041

Presented in the basic financial statements as follows:

Statement of Net Position	
Cash and temporary investments	$ 76,130,379
Statement of Fiduciary Net Position	
Private Purpose Trust Fund	
Investments	140,188
Federal Employee Benefit Trust Fund	
Cash and temporary investments	445,512
Investments	1,054,962
Total cash and investments	$ 77,771,041

Note 3 Capital Assets

The following is a summary of capital assets:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022
Capital assets not being depreciated				
Land	$ 9,914,335	$	$ 15,081	$ 9,899,254
Construction in progress		10,089,860		10,089,860
Total capital assets not being depreciated	9,914,335	10,089,860	15,081	19,989,114
Capital assets being depreciated				
Land improvements	3,490,538		107,489	3,383,049
Buildings	344,623,431	1,654,637	5,152,413	341,125,655
Equipment	7,916,411	381,725	120,404	8,177,732
Total capital assets being depreciated	356,030,380	2,036,362	5,380,306	352,686,436
Less accumulated depreciation				
Land improvements	2,213,775	154,588	89,574	2,278,789
Buildings	80,789,767	6,589,566	2,298,806	85,080,527
Equipment	5,437,076	528,278	112,648	5,852,706
Total accumulated depreciation	88,440,618	7,272,432	2,501,028	93,212,022
Total capital assets being depreciated, net	267,589,762	(5,236,070)	2,879,278	259,474,414
Capital assets, net	$ 277,504,097	$ 4,853,790	$ 2,894,359	$ 279,463,528

Depreciation is charged to governmental functions as follows:

District and school administration	$ 15,719
District support services	81,749
Regular instruction	11,822
Vocational instruction	13,073
Specialized instruction	5,255
Community education	1,990
Instructional support services	2,872
Pupil support services	225,502
Sites, buildings and equipment	6,914,450
Total	$ 7,272,432

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 4 Leases

The following is a summary of leased assets:

	Balance July 1, 2021	Change in Accounting Principle	Additions	Deletions	Balance June 30, 2022
Right of use assets					
Buildings	$	$ 135,550	$ 4,882,129	$	5,017,679
Equipment		209,347			209,347
Total right of use assets being depreciated		344,897	4,882,129		5,227,026
Less accumulated amortization					
Building			(1,345,611)		(1,345,611)
Equipment			(65,986)		(65,986)
Total accumulated amortization			(1,411,597)		(1,411,597)
Total right of use assets being depreciated, net	$	$ 344,897	$ 3,470,532	$	$ 3,815,429

Lease amortization totaled $1,411,597 during 2021-22.

The District's leases consist of the following:

Arvig Building - lease of space beginning October 1, 2021 through April 30, 2027 in the original principal amount of $545,576, with monthly payments of $8,917, increasing each year starting May 1, 2025 by the Consumer Price Index.

Northwoods Chester Creek - lease of space beginning July 1, 2020 through July 1, 2023 in the original principal amount of $135,550, with monthly payments of $5,802.

UHG - lease of space beginning October 1, 2021 through September 30, 2023 in the original principal amount of $1,366,397, with monthly payments of $582,555.

Tech Village – lease of space beginning October 1, 2021 through September 30, 2023, with one year renewals through September 30, 2030 in the original principal amount of $2,970,156, with monthly payments of $34,668, increasing 3% per year.

Konica – lease of copiers dated September 8, 2020 in the original principal amount of $209,347, with monthly payments of $5,737 through September 2024.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 4 Leases (continued)

The following is a summary of the changes in leases during 2021-22.

Lease	Balance July 1, 2021	Change in Accounting Principle	Additions	Reductions	Balance June 30, 2022
Arvig Building	$	$	$ 545,576	$ 68,816	$ 476,760
Northwoods Chester Creek		135,550		66,853	68,697
UHG Lease			1,366,397	505,104	861,293
Tech Village			2,970,156	238,280	2,731,876
Konica		209,347		63,821	145,526
Total	$	$ 344,897	$ 4,882,129	$ 942,874	$ 4,284,152

Future minimum lease payments by year and in the aggregate consist of the following at June 30, 2022:

Year Ending June 30	Principle	Interest	Total
2023	$ 1,262,272	$ 111,297	$ 1,373,569
2024	684,920	80,421	765,341
2025	393,388	65,873	459,261
2026	392,919	53,897	446,816
2027	397,957	41,177	439,134
2028-2031	1,152,696	58,298	1,210,994
Total	$ 4,284,152	$ 410,963	$ 4,695,115

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 5 Long-Term Obligations

The following is a summary of changes in long-term obligations:

	Balance July 1, 2021	Additions	Change in Accounting Principle	Reductions	Balance June 30, 2022	Current Portion
General Obligation Bonds Payable						
$44,320,000 General Obligation School Building Refunding Bonds (Series 2015B) due in annual installments of $30,000 to $5,135,000, plus interest at 2.00% to 5.00% from August 1, 2015 to February 1, 2028	$ 32,510,000			$ (4,075,000)	$ 28,435,000	$ 4,275,000
$3,640,000 Taxable General Obligation Facilities Maintenance Bonds (Series 2017A) due in annual installments of $690,000 to $755,000, plus interest at 2.00% to 3.00% from February 1, 2018 to February 1, 2022	755,000			(755,000)		
$615,000 Taxable General Obligation School Capital Facilities Bonds (Series 2017B) due in annual installments of $115,000 to $130,000, plus interest at 2.00% to 3.00% from February 1, 2018 to February 1, 2022	125,000			(125,000)		
$31,497601.65 General Obligation Capital Appreciation Bonds (Series 2021C) due in annual installments of $5,894,859 to $6,711,224, plus interest at 1.54% to 2.15% from February 1, 2029 to February 1, 2033		31,497,602			31,497,602	
$10,035,000 General Obligation Facilities Maintenance Bonds (Series 2021D) due in annual installments of $1,820,000 to $4,165,000, plus interest at 2.00% from August 1, 2022 to February 1, 2026		10,035,000			10,035,000	1,820,000
Plus deferred amounts for net premiums/discounts	1,867,914	(159,848)		(238,273)	1,469,793	243,371
Total General Obligation Bonds Payable	35,257,914	41,372,754		(5,193,273)	71,437,395	6,338,371

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 5 Long-Term Obligations (Continued)

	Balance July 1, 2021	Additions	Change in Accounting Principle	Reductions	Balance June 30, 2022	Current Portion
Certificates of Participation						
$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A due in annual installments of $4,470,000 to $9,900,000 plus interest at 3.00% to 5.00% beginning in 2017	56,580,000			(6,330,000)	50,250,000	6,865,000
$24,130,000 Refunding Certificates of Participation, Series 2019A due in annual installments of $1,350,000 to $2,585,000 plus interest at 3.00% to 4.20% beginning in 2020	21,605,000			(1,220,000)	20,385,000	1,260,000
$41,715,000 Refunding Certificates of Participation, Series 2019B due in annual installments of $4,215,000 to $5,935,000 plus interest at 5.00% beginning in 2020	33,925,000			(3,860,000)	30,065,000	4,155,000
$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C due in annual installments of $295,000 to $350,000 plus interest at 5.00% beginning in 2020	2,160,000			(265,000)	1,895,000	280,000
$18,385,000 Full Term Refunding Certificates of Participation, Series 2021A due in annual installments of $1,570,000 to $4,145,000 plus interest at .71% to 1.72% beginning in 2022	18,385,000			(1,570,000)	16,815,000	1,550,000
$5,070,000 Refunding Certificates of Participation, Series 2021B due in annual installments of $405,000 to $505,000 plus interest at 2.60% to 3.00% beginning in 2022	5,070,000			(490,000)	4,580,000	43,500
Plus deferred amounts for net premiums/discounts	10,418,973			(1,415,046)	9,003,927	1,503,049
Total Certificates of Participation	148,143,973			(15,150,046)	132,993,927	15,656,549
Capital leases	159,103		(159,103)			
Contracts payable			159,103	(60,529)	98,574	90,588
Leases payable		4,882,129	344,897	(942,874)	4,284,152	1,262,272
Compensated absences	457,109			(62,143)	394,966	394,966
Severance benefits	14,355,531	9,379,332		(2,304,382)	21,430,481	
Net pension liability	74,815,657	2,957		(29,817,567)	45,001,047	
Total OPEB obligation	16,683,844	1,626,403		(1,361,619)	16,948,628	
Total	$ 289,873,131	$ 57,263,575	$ 344,897	$ (54,892,433)	$ 292,589,170	$ 23,742,746

General Obligation Bonds and Certificates of Participation are paid from the Debt Service Fund and the General Fund. Capital leases are paid from the General Fund. Compensated absences, severance benefits, OPEB obligations, and net pension liability are paid from the General Fund, Food Service Fund, Community Service Fund or the Federal Employee Benefit Trust Fund.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 5 Long-Term Obligations (Continued)

Annual debt service requirements for years ending June 30 are:

	General Obligation Bonds			Certificates of Participation		
	Principal	Interest	Total	Principal	Interest	Total
2023	$ 6,095,000	$ 1,244,460	$ 7,339,460	$ 14,545,000	$ 5,053,587	$ 19,598,587
2024	8,655,000	956,400	9,611,400	15,515,000	4,425,957	19,940,957
2025	6,680,000	693,500	7,373,500	17,055,000	3,746,385	20,801,385
2026	6,915,000	466,400	7,381,400	19,625,000	3,008,640	22,633,640
2027	4,990,000	303,750	5,293,750	21,000,000	2,186,370	23,186,370
2028 - 2032	30,737,742	4,631,308	35,369,050	31,185,000	3,097,054	34,282,054
2033 - 2037	5,894,860	1,630,141	7,525,001	5,065,000	321,300	5,386,300
Total	$ 69,967,602	$ 9,925,959	$ 79,893,561	$ 123,990,000	$ 21,839,293	$ 145,829,293

Legal Debt Margin

The District's legal debt limit is 15% of the fair market value of the property within the District. The District's legal debt margin at June 30, 2022 is approximately $1,197,216,545.

Note 6 Contracts Payable

The District has entered into contracts for the purchase of custodial equipment and copiers.

Future minimum lease payments by year and in the aggregate under the contracts payable consist of the following at June 30, 2022:

Year Ending June 30	
2023	$ 90,588
2024	6,087
2025	1,899
Total	$ 98,574

Note 7 Postemployment Healthcare Plan (OPEB)

Plan Description - Independent School District No. 709 (District) administers a single-employer defined benefit health care plan which provides medical benefits to eligible retirees and their dependents in accordance with the terms of the plan. The District has not established trust to account for the accumulated plan assets. The District does not issue a stand-alone financial report for the plan.

Employees covered by benefit terms

At June 30, 2022, the following employees were covered by the benefit terms:

Active employees electing coverage	1,096
Actives waiving coverage	70
Retirees electing coverage	817
	1,983

The District's total OPEB liability of $16,948,628 was measured as of June 30, 2022 and was determined by an actuarial valuation as of June 30, 2021.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2021, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation rate		2.25%	
Discount rate		1.92%	
Healthcare trend rates	Fiscal Year Beginning	Not Medicare Eligible	Medicare Eligible
	2022	6.70%	4.70%
	2023	6.20%	4.70%
	2024	5.70%	4.70%
	2025	5.20%	4.70%
	2026-2038	4.70%	4.70%
	2039-2074	Transition to ultimate rate	Transition to ultimate rate
	2075+	3.70%	3.70 %

The discount rate was determined using the index rate for 20-Year, tax-exempt, municipal bonds (Fidelity 20-year Municipal GO AA Index).

Mortality rates were based on the RP-2014 mortality tables with projected mortality improvements based on Scale MP-2015 and other adjustments for teachers and Pub-2010 with projected mortality improvements based on scale MP-2020 and other adjustments for non-teachers .

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 7 Postemployment Healthcare Plan (OPEB) (Continued)

Changes in the Total OPEB Liability	
Balances at 6/30/2021	$ 16,683,844
Changes for the year:	
Service Cost	1,202,398
Interest	424,005
Differences between expected and actual experience	(26,233)
Changes of assumptions	(175,570)
Benefit payments	(1,159,816)
Net changes	264,784
Balances at 6/30/2022	$ 16,948,628

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower (.92 percent) or 1-percentage point higher (2.92 percent) than the current discount rate:

	1% Decrease 0.92%	Discount Rate 1.92%	1% Increase 2.92%
Total OPEB Liability	$ 17,839,451	$ 16,948,628	$ 16,072,266

Sensitivity of the Total OPEB Liability to Changes in the Health Care Trend Rates

The following presents the total OPEB Liability of the District, as well as what the District's total OPEB liability would be if calculated using healthcare trend rates that are 1-percentage point lower or 1-percentage point higher than the current healthcare trend rates:

	1% Decrease (5.7% decreasing to 2.7%)	Discount Rate (6.7% decreasing to 3.7%)	1% Increase (7.7% decreasing to 4.7%)
Total OPEB Liability	$ 16,384,256	$ 16,948,628	$ 17,602,725

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 7 Postemployment Healthcare Plan (OPEB) (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflow of Resources Related to OPEB

For the year ended June 30, 2022 the District recognized OPEB expense of $1,441,598. The District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differnce between expected and actual liablity	$	$ 1,014,327
Changes of assumptions	473,928	389,063
Contributions subsequent to the measurement date	234,482	
Totals	$ 708,410	$ 1,403,390

The amount of $234,482 reported as deferred outflows of resources related to OPEB resulting from the District's contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended June 30	Pension Expense Amount
2023	$ (184,805)
2024	(184,805)
2025	(184,805)
2026	(129,386)
2027	(114,433)
Thereafter	(131,228)
Total	$ (929,462)

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 8 Net Position/Fund Balance

Fund balances were nonspendable for the following purposes at June 30, 2022:

Nonspendable		
General Fund		
Prepaid expenses	$	24,293
Food Service Fund		
Inventory		128,223
Total nonspendable	$	152,516

Net position and fund balances were restricted for the following purposes at June 30, 2022:

	Net Position	Fund Balances
General Fund		
Staff development	$ 313,515	$ 313,515
Teacher Development & Evaluation	16,729	16,729
Basic skills	773,052	773,052
Medical assistance	571,370	571,370
Gifted and talented	0	0
Safe schools	467,364	467,364
Operating capital	1,837,820	1,837,820
LTFM	1,553,883	1,553,883
ALC	11,367	11,367
Student activities	363,546	363,546
Total General Fund		5,908,646
Debt Service Fund		
Debt service		4,479,249
Refinancing	16,432	16,432
Total Debt Service Fund		4,495,681
Building Construction Fund		
Building construction		30,526,104
Nonmajor governmental funds		
Food Service Fund	1,939,294	1,939,294
Community Service Fund		
Community education	1,510,314	1,488,219
Early childhood family education	104,934	104,934
School readiness	43,105	43,105
Adult basic education	242,342	242,342
Total Nonmajor Funds		3,817,894
Total restricted	$ 9,765,067	$ 44,748,325

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 8 Net Position/Fund Balance (Continued)

Fund balances were assigned for the following purposes at June 30, 2022:

General Fund		
Severance-insurance premiums	$	4,100,000
Textbooks		1,960,610
Equipment		1,059,000
Student activities		887,350
Instructional equipment		1,573,359
Special programs		510,000
Total assigned	$	10,090,319

Note 9 Interfund Transactions

The composition of interfund transfers during 2021-2022 are as follows:

	Transfer Out	Transfer In
General Fund	$ 229,833	
Building Construction Fund		229,833
Total	$ 229,833	$ 229,833

The interfund transfer from the general fund to the capital projects fund was recorded to transfer funds for long-term facility maintenance.

The District did not report any interfund receivables/payables at June 30, 2022.

Note 10 Defined Benefit Pension Plans

The District participates in the following cost-sharing multiple-employer defined benefit pension plans administered by Teachers Retirement Association (TRA) and Public Employees Retirement Association (PERA). TRA and PERA's defined benefit pension plans are established and administered in accordance with Minnesota Statutes, TRA and PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue Code.

A. Teachers Retirement Fund (TRA)

1. Plan Description

The Teachers Retirement Association (TRA) is an administrator of a multiple employer, cost-sharing, defined benefit retirement fund. TRA administers a Basic Plan (without Social Security coverage) and a Coordinated Plan (with Social Security coverage) in accordance with Minnesota Statutes, Chapters 354 and 356. TRA is a separate statutory entity and administered by a Board of Trustees. The Board consists of four active members, one retired member and three statutory officials.

Educators employed in Minnesota's public elementary and secondary schools, charter schools, and certain TRA-covered educational institutions maintained by the state (except those teachers employed by St. Paul schools and Minnesota State Colleges and Universities). Educators first hired by Minnesota State may elect TRA coverage or coverage through the Define Contribution Plan (DCR) administered by the State of Minnesota.

2. Benefits Provided

TRA provides retirement benefits as well as disability benefits to members, and benefits to survivors upon death of eligible members. Benefits are established by Minnesota Statute and vest after three years of service credit. The defined retirement benefits are based on a member's highest average salary for any five consecutive years of allowable service, age, and a formula multiplier based on years of credit at termination of service.

Two methods are used to compute benefits for TRA's Coordinated and Basic Plan members. Members first employed before July 1, 1989, receive the greater of the Tier I or Tier II benefits as described:

Tier I Benefits

Tier I	Step rate formula	Percentage
Basic	1st ten years	2.2 percent per year
	All years after	2.7 percent per year
Coordinated	1st ten years if service years are prior to July 1, 2006	1.2 percent per year
	1st ten years if service years are July 1, 2006 or after	1.4 percent per year
	All other years of service if service years are prior to July 1, 2006	1.7 percent per year
	All other years of service if service years are July 1, 2006 or after	1.9 percent per year

Note 10 Defined Benefit Pension Plans (Continued)

With these provisions:

(a) Normal retirement age is 65 with less than 30 years of allowable service and age 62 with 30 or more years of allowable service.
(b) 3% per year early retirement reduction factors for all years under normal retirement age.
(c) Unreduced benefits for early retirement under a Rule-of-90 (age plus allowable service equals 90 or more).

or

Tier II Benefits

For years of service prior to July 1, 2006, a level formula of 1.7 percent per year for coordinated members and 2.7 percent per year for basic members is applied. For years of service July 1, 2006 and after, a level formula of 1.9 percent per year for Coordinated members and 2.7 percent for Basic members applies. Beginning July 1, 2015, the early retirement reduction factors are based on rates established under Minnesota Statute. Smaller reductions, more favorable to the member, will be applied to individuals who reach age 62 and have 30 years or more of service credit.

Members first employed after June 30, 1989, receive only the Tier II calculation with a normal retirement age that is their retirement age for full social security retirement benefits, but not to exceed age 66.

Six different types of annuities are available to members upon retirement. The No Refund Life Plan is a lifetime annuity that ceases upon the death of the retiree - no survivor annuity is payable. A retiring member may also choose to provide survivor benefits to a designated beneficiary(ies) by selecting one of the five plans which have survivorship features. Vested members may also leave their contributions in the TRA Fund upon termination of service in order to qualify for a deferred annuity at retirement age. Any members terminating service are eligible for a refund of their employee contributions plus interest.

The benefit provisions stated apply to active plan participants. Vested, terminated employees who are entitled to benefits but not yet receiving them are bound by the plan provisions in effect at the time they last terminated their public service.

Note 10 Defined Benefit Pension Plans (Continued)

3. Contribution Rate

Per Minnesota Statutes, Chapter 354 sets the contribution rates for the employees and employers. Rates for each fiscal year ended June 30, 2020, June 30, 2021, and June 30, 2022, were:

	June 30, 2020		June 30, 2021		June 30, 2022	
	Employee	Employer	Employee	Employer	Employee	Employer
Basic	11.00%	11.92%	11.00%	12.13%	11.00%	12.34%
Coordinated	7.50%	7.92%	7.50%	8.13%	7.50%	8.34%

The following is a reconciliation of employer contributions in TRA's CAFR "Statement of Changes in Fiduciary Net Position" to the employer contributions used in Schedule of Employer and Non-Employer Pension Allocations.

Employer contributions reported in TRA's CAFR Statement of Changes in Fiduciary Net Position	$	448,829,000
Add employer contributions not related to future contribution efforts		379,000
Deduct TRA's contributions not included in allocation		(538,000)
Total employer contributions		448,670,000
Total nonemployer contributions		37,840,000
Total contributions reported in Schedule of Employer and Non-Employer pension allocations	$	486,510,000

Amounts reported in the allocation schedule may not precisely agree with financial statement amounts or actuarial valuations due to the number of decimal places used in the allocations. TRA has rounded percentage amounts to the nearest ten thousandths.

4. Actuarial Assumptions

The total pension liability in the June 30, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Key Methods and Assumptions Used in Valuation of Total Pension Liability

Actuarial Information:

Valuation Date	July 1, 2021
Experience Study	June 5, 2019 November 6, 2017 (economic assumptions)
Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Investment Rate of Return	7.00%
Price Inflation	2.50%
Wage growth rate	2.85% before July 1, 2028 and 3.25% thereafter

Note 10 Defined Benefit Pension Plans (Continued)

Projected Salary Increase	2.85 to 8.85% before July 1, 2028 and 3.25 to 9.25% thereafter
Cost of living adjustment	1.0% for January 2020 through January 2023, then increasing by 0.1% each year up to 1.5% annually

Mortality Assumption:

Pre-retirement	RP-2014 white collar employee table, male rates set back six years and female rates set back five years. Generational projection uses the MP-2015 scale.
Post-retirement	RP-2014 white collar annuitant table, male rates setback three years and female rates set back three years, with further adjustments to the rates. Generational projection uses the MP-2015 scale.
Post-disability	RP-2014 disables retiree mortality, without adjustment.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Stocks	35.5%	5.10%
International Stocks	17.5%	5.30%
Private Markets	25.0%	5.90%
Fixed Income	20.0%	0.75%
Unallocated cash	2%	0.00%
Total	100%	

The TRA actuary has determined the average of the expected remaining service lives of all members for fiscal year 2022 is 6 years. The “Difference Between Expected and Actual Experience”, “Changes of Assumptions,” and “Changes in Proportion” use the amortization period of 6 years in the schedule presented. The amortization period for “Net Difference Between Projected and Actual Investment Earnings on Pension Plan Investments” is over a period of 5 years as required by GASB 68.

Changes in actuarial assumptions since the 2020 valuation:

- The investment return assumption was changed from 7.50 percent to 7.00 percent.

Note 10 Defined Benefit Pension Plans (Continued)

5. Discount Rate

The discount rate used to measure the total pension liability was 7.00%. The discount rate used to measure the TPL at the Prior Measurement Date was 7.50 percent. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the fiscal 2021 contribution rate, contributions from school districts will be made at contractually required rates (actuarially determined), and contributions from the state will be made at current statutorily required rates. Based on these assumptions, the pension plan's fiduciary net position was not projected to be depleted and, as a result, the Municipal Bond Index Rate was not used in the determination of the Single Equivalent Interest Rate (SEIR).

6. Net Pension Liability

At June 30, 2022, the District reported a liability of $35,802,502 for its proportionate share of TRA's net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the District's contributions to TRA in relation to total system contributions including direct aid from the State of Minnesota, City of Minneapolis and Minneapolis School District. The District's proportionate share was 0.8181% at the end of the measurement period and 0.8273% for the beginning of the year.

The pension liability amount reflected a reduction due to direct aid provided to TRA. The amount recognized by the District as its proportionate share of the net pension liability, the direct aid, and total portion of the net pension liability that was associated with the District were as follows:

District's proportional share of net pension liability	$	35,802,502
State's proportional share of net pension liability associated with the District	$	3,019,548

For the year ended June 30, 2022, the District recognized pension expense of ($573,221.) It also recognized ($33,809) as an increase to pension expense for the support provided by direct aid.

At June 30, 2022, the District had deferred resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 980,595	$ 1,038,913
Net difference between projected and actual earnings on plan investments		29,989,898
Changes in proportion	830,060	4,619,332
Changes in actuarial assumptions	13,120,678	33,068,815
Contributions made to TRA subsequent to the measurement date	4,547,701	
Total	$ 19,479,034	$ 68,716,958

$4,547,101 reported as deferred outflows of resources related to pensions resulting from the District's contributions subsequent to the measurement date will be recognized as a reduction of the

Note 10 Defined Benefit Pension Plans (Continued)

net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30,	Pension Expense Amount
2022	$ (25,794,961)
2023	(20,348,571)
2024	(4,467,805)
2025	(5,588,182)
2026	2,413,896
Total	$ (53,785,623)

7. Pension Liability Sensitivity

The following table presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what the liability measured using a discount rate 1 percentage point lower or 1 percentage point higher than the current discount rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
Discount Rate	6.00%	7.00%	8.00%
District's proportionate share of the TRA net pension liability	$ 72,322,797	$ 35,802,502	$ 5,852,949

The District's proportion of the net pension liability was based on the employer contributions to TRA in relation to TRA's total employer contributions including direct aid contributions from the State of Minnesota, City of Minneapolis and Minneapolis School District.

8. Pension Plan Fiduciary Net Position

Detailed information about TRA's fiduciary net position is available in a separately-issued TRA financial report. That report can be obtained at www.MinnesotaTRA.org; by writing to TRA at 60 Empire Drive #400, St. Paul, Minnesota, 55103-4000; or by calling (651)296-2409 or 1-800-657-3669.

B. Public Employee Retirement Association (PERA)

1. Plan Description

All full-time and certain part-time employees of the District other than teachers participate in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA's defined benefit pension plans are established and administered in accordance with Minnesota Statutes, Chapters 353 and 356. PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue

Note 10 Defined Benefit Pension Plans (Continued)

Code. General Employees Plan members belong to the Coordinated Plan. Coordinated Plan members are covered by Social Security.

2. Benefits Provided

PERA provides retirement, disability, and death benefits. Benefit provisions are established by state statute and can only be modified by the state legislature. Vested terminated employees who are entitled to benefits but are not receiving them yet are bound by the provisions in effect at the time they last terminated their public service.

Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for PERA's Coordinated Plan members. Members hired prior to July 1, 1989, receive the higher of Method 1 or Method 2 formulas. Only Method 2 is used for members hired after June 30, 1989. Under Method 1, the accrual rate for Coordinated members is 1.2 percent for each of the first 10 years of service and 1.7 percent for each additional year. Under Method 2, the accrual rate for Coordinated members is 1.7 percent of average salary for all years of service. For members hired prior to July 1, 1989 a full annuity is available when age plus years of service equal 90 and normal retirement age is 65. For members hired on or after July 1, 1989, normal retirement age is the age for unreduced Social Security benefits capped at 66.

Benefit increases are provided to benefit recipients each January. The postretirement increase is equal to 50 percent of the cost-of-living adjustment (COLA) announced by the SSA, with a minimum increase of at least 1 percent and a maximum of 1.5 percent. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least one month but less than a full year as of the June 30 before the effective date of the increase will receive a reduced prorated increase. For members retiring on January 1, 2024, or later, the increase will be delayed until normal retirement age (age 65 if hired prior to July 1, 1989, or age 66 for individuals hired on or after July 1, 1989). Members retiring under Rule of 90 are exempt from the delay to normal retirement.

3. Contributions

Minnesota Statutes Chapter 353 sets the rates for employer and employee contributions. Contribution rates can only be modified by the state Legislature.

Coordinated Plan members were required to contribute 6.5% their annual covered salary in fiscal year 2021 and the District was required to contribute 7.5% for Coordinated Plan members. The District's contributions to the General Employees Fund for the year ended June 30, 2022, were $1,287,115. The District's contributions were equal to the required contributions as set by state statute.

4. Pension Costs

At June 30, 2022, the District reported a liability of $9,198,545 for its proportionate share of General Employees Fund's net pension liability. The District's net pension liability reflected a reduction due to the State of Minnesota's contribution of $16 million. The State of Minnesota is considered a non-employer contributing entity and the state's contribution meets the definition of a special funding

Note 10 Defined Benefit Pension Plans (Continued)

situation. The State of Minnesota's proportionate share of the net pension liability associated with the District totaled $280,806.

The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the District's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2020, through June 30, 2021, relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2021, the District's proportion was 0.2154% at the end of the measurement period and 0.2284% for the beginning of the period.

For the year ended June 30, 2021, the District recognized pension expense of $772,791 for its proportionate share of the General Employees Plan's pension expense. In addition, the District recognized an additional $22,657 as pension expense (and grant revenue) for its proportionate share of the State of Minnesota's contribution of $16 million.

At June 30, 2022, the District reported is proportionate share of the General Employees Plan's deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 59,426	$ 283,467
Net difference between projected and actual earnings on plan investments		7,931,362
Changes in proportion	52,523	712,151
Changes in actuarial assumptions	5,616,441	215,188
Contributions made to PERA subsequent to the measurement date	1,287,115	
Total	$ 7,015,505	$ 9,142,168

$1,287,115 reported as deferred outflows of resources related to pensions resulting from the District's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30,	Pension Expense Amount
2023	$ (701,195)
2024	(292,075)
2025	(247,675)
2026	(2,172,833)
Total	$ (3,413,778)

Note 10 Defined Benefit Pension Plans (Continued)

5. Actuarial Methods and Assumptions

The total pension liability in the June 30, 2021, actuarial valuation was determined using an individual entry-age normal actuarial cost method. The long-term rate of return on pension plan investments used in the determination of the total liability is 6.5 percent. This assumption is based on a review of inflation and investments return assumptions from a number of national investment consulting firms. The review provided a range of return investment return rates deemed to be reasonable by the actuary. An investment return of 6.5 percent was deemed to be within that range of reasonableness for financial reporting purposes.

Inflation is assumed to be 2.25 percent for the General Employees Plan.

Salary growth assumptions in the General Employees Plan range in annual increments from 10.25 percent after one year of service to 3.0 percent after 29 years of service and 6.0 percent per year thereafter.

Mortality rates for the General Employees Plan are based on the Pub-2010 General Employee Mortality Table. The tables are adjusted slightly to fit PERA's experience.

Actuarial assumptions for the General Employees Plan are reviewed every four years. The most recent four-year experience study for the General Employees Plan was completed in 2019. The assumption changes were adopted by the Board and became effective with the July 1, 2020 actuarial valuation.

The following changes in actuarial assumptions occurred in 2021:

- The investment return and single discount rates were changed from 7.50& to 6.50%, for financial reporting purposes.
- The mortality improvement scale was changed from Scale MP-2019 to Scale MP-2020.

The following changes in plan provisions occurred in 2021:

- There were no changes in plan provisions since the previous valuation.

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness of the long-term expected rate of return on a regular basis using a building-block method in which best-estimates ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Stocks	33.5%	5.10%
International Stocks	16.5%	5.30%
Private Markets	25.0%	5.90%
Fixed Income	25.0%	0.75%
Total	100%	

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 10 Defined Benefit Pension Plans (Continued)

6. Discount Rate

The discount rate used to measure the total pension liability in 2021 was 6.50%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at the rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net position of the General Employees Fund was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

7. Pension Liability Sensitivity

The following table presents the District's proportionate share of the net pension liability calculated using the discount rate disclosed in the preceding paragraph, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate 1 percentage point lower or 1 percentage point higher than the current discount rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
Discount Rate	7.50%	6.50%	5.50%
District's proportionate share of the PERA net pension liability	$ 1,352,512	$ 9,198,545	$ 18,760,336

8. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in a separately-issued PERA financial report that includes financial statements and required supplementary information. That report can be obtained at www.mnpera.org.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2022

Note 11 Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employee health and dental; and natural disasters. Risks of loss related to employee dental claims are self-insured. Risk of loss associated with workers' compensation claims were insured through participation in the Minnesota School Boards Association Insurance Trust and continue to cover claims arising during their period of coverage. The District currently carries commercial workers' compensation insurance. This policy provides coverage for up to a maximum liability limit of $2,000,000 with a medical deductible of $2,500 for each workers' compensation claim. All other risks of loss are insured by the purchase of commercial insurance. There were no significant reductions in insurance coverage from the previous year. There were no settlements in excess of insurance for any of the past three fiscal years.

Note 12 Dental Self-Insurance Plan

An internal service fund accounts for the District's dental self-insurance program. The District self-insures dental benefits provided to retirees and active employees. The District purchases dental insurance stop-loss reinsurance (plan) that protects against individual claims in excess of $300,000, with no lifetime maximum, and against aggregate annual claims in excess of an amount determined by formula. The plan is administered by a third-party administrator. The plan liabilities for claims incurred but not reported are estimated based on subsequent claims activity.

An analysis of claims activity for the last two fiscal years is presented below:

Year Ended	Claim Liability Beginning of Year	Claims Incurred	Claims Paid	Claim Liability End of Year
June 30, 2022	$ 21,422	$ 709,529	$ 709,531	$ 21,420
June 30, 2021	223,566	634,776	836,920	21,422

Note 13 Commitments and Contingencies

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the District's counsel the resolution of these matters will not have a material adverse effect on the financial conditions of the District.

At June 30, 2022 the District had $14,191,975 remaining under construction contracts for future work on buildings and sites.

Required Supplementary Information

Information about the District's Other Postemployment Health Care Plan

Year Ended June 30, 2022

Schedule of Changes in Net OPEB Liability and Related Ratios

	2022	2021	2020	2019	2018
Total OPEB Liability					
Service Cost	$ 1,202,398	$ 1,034,727	$ 1,046,751	$ 997,070	$ 1,026,879
Interest	424,005	509,112	629,943	613,488	518,378
Differences between expected and actual experience	(26,233)	-	(1,471,559)		
Changes of assumptions	(175,570)	578,584	31,787	(49,578)	(531,408)
Benefit payments	(1,159,816)	(1,338,844)	(1,383,288)	(1,500,194)	(1,507,624)
Net change in total OPEB liability	264,784	783,579	(1,146,366)	60,786	(493,775)
Total OPEB Liability - beginning of year	16,683,844	15,900,265	17,046,631	16,985,845	17,479,620
Total OPEB liability - end of year	$ 16,948,628	$ 16,683,844	$ 15,900,265	$ 17,046,631	$ 16,985,845
Covered-employee payroll	67,511,107	67,802,595	57,803,966	55,080,812	56,982,794
Total OPEB liability as a percentage of covered-employee payroll	25.1%	24.6%	27.5%	30.9%	29.8%

Notes to Schedule:
Funding: There are no assets accumulated in a trust that meets the criteria of GASB NO. 75 paragraph 4, to pay related benefits.
The discount rate was reduced from 3.13% to 2.45% from the previous measurement date.

*The schedule is intended to present information for the last 10 years.
Additional information will be presented as it becomes available.

Information about the District's Net Pension Liability

Year Ended June 30, 2022

Schedule of Employer's Share of Net Pension Liability

TEACHER'S RETIREMENT ASSOCIATION (TRA)

Measurement Date	Employer's Proportion (Percentage) of the Net Pension Liability	Employer's Proportionate Share (Amount) of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability associated with the District	Total	Employer's Covered Payroll (b)	Employer's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll (a/b)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
June 30, 2021	0.8181%	$35,802,502	$ 3,019,548	$38,822,050	$48,952,106	73.1%	86.6%
June 30, 2020	0.8273%	$61,122,033	$ 5,122,031	$66,244,064	$47,219,040	127.1%	75.5%
June 30, 2019	0.8317%	$53,012,733	$ 4,691,452	$57,704,185	$47,690,576	112.3%	78.1%
June 30, 2018	0.8293%	$52,088,203	$ 4,893,712	$56,981,915	$45,816,146	113.7%	78.1%
June 30, 2017	0.8874%	$177,141,137	$ 17,123,980	$194,265,117	$47,767,591	370.8%	51.6%
June 30, 2016	0.8681%	$207,062,563	$ 20,782,926	$227,845,489	$45,155,373	458.6%	44.9%
June 30, 2015	0.7225%	$44,693,771	$ 5,481,972	$50,175,743	$36,668,947	121.9%	76.8%

PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

Measurement Date	Employer's Proportion (Percentage) of the Net Pension Liability	Employer's Proportionate Share (Amount) of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability associated with the District	Total	Employer's Covered Payroll (b)	Employer's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll (a/b)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
June 30, 2021	0.2154%	$9,198,545	$ 280,806	$9,479,351	$15,484,741	59.4%	87.0%
June 30, 2020	0.2284%	$13,693,624	$ 422,365	$14,115,989	$16,275,133	84.1%	79.1%
June 30, 2019	0.2265%	$12,565,292	$ 389,316	$12,954,608	$13,895,137	78.4%	80.2%
June 30, 2018	0.2357%	$13,075,670	$ 428,850	$13,504,520	$15,809,497	82.7%	79.5%
June 30, 2017	0.2588%	$16,521,621	$ 207,740	$16,729,361	$16,672,067	99.1%	75.9%
June 30, 2016	0.2547%	$20,680,377	$ 270,170	$20,950,547	$15,804,347	130.9%	68.9%
June 30, 2015	0.2582%	$13,381,264	$ -	$13,381,264	$14,926,453	89.6%	78.2%
June 30, 2014	0.2272%	$12,772,500	$ -	$12,772,500	$14,262,185	89.6%	78.7%

DULUTH TEACHER'S RETIREMENT FUND ASSOCIATION (DTRFA)

Measurement Date	Employer's Proportion (Percentage) of the Net Pension Liability	Employer's Proportionate Share (Amount) of the Net Pension Liability (a)	Employer's Covered Payroll (b)	Employer's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll (a/b)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
June 30, 2014	31.6004%	$81,187,076	$42,238,042	192.2%	46.8%

*The schedule is intended to present information for the last 10 years.
Additional information will be presented as it becomes available.

Information about the District's Net Pension Liability (Continued)

Year Ended June 30, 2022

Schedule of Employer's Contributions

Schedule of Employer's Contributions

TEACHER'S RETIREMENT ASSOCIATION (TRA)

Fiscal Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Covered Payroll (d)	Contributions as a Percentage of Covered Payroll (b/d)
June 30, 2022	$4,530,292	$4,530,292	$0	$54,320,051	8.34%
June 30, 2021	$3,979,806	$3,979,806	$0	$48,952,106	8.13%
June 30, 2020	$3,640,588	$3,640,588	$0	$47,219,040	7.92%
June 30, 2019	$3,636,786	$3,636,786	$0	$47,690,576	7.71%
June 30, 2018	$3,436,211	$3,436,211	$0	$45,816,146	7.50%
June 30, 2017	$3,582,569	$3,582,569	$0	$47,767,591	7.50%
June 30, 2016	$3,386,653	$3,386,653	$0	$45,155,373	7.50%

PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

Fiscal Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Covered Payroll (d)	Contributions as a Percentage of Covered Payroll (b/d)
June 30, 2022	$1,287,115	$1,287,115	$0	$17,168,626	7.50%
June 30, 2021	$1,161,356	$1,161,356	$0	$15,484,741	7.50%
June 30, 2020	$1,220,635	$1,220,635	$0	$16,275,133	7.50%
June 30, 2019	$1,042,135	$1,042,135	$0	$13,895,137	7.50%
June 30, 2018	$1,185,712	$1,185,712	$0	$15,809,497	7.50%
June 30, 2017	$1,250,405	$1,250,405	$0	$16,672,067	7.50%
June 30, 2016	$1,185,326	$1,185,326	$0	$15,804,347	7.50%
June 30, 2015	$1,119,484	$1,119,484	$0	$14,926,453	7.50%

DULUTH TEACHER'S RETIREMENT ASSOCIATION (DTRFA)

Fiscal Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Covered Payroll (d)	Contributions as a Percentage of Covered Payroll (b/d)
June 30, 2015	$2,750,171	$2,750,171	$0	$36,668,947	7.50%

*The schedule is intended to present information for the last 10 years.
Additional information will be presented as it becomes available.

Supplementary Financial Information

Independent School District No. 709

Nonmajor Governmental Funds – Combining Balance Sheet

For the Year Ended June 30, 2022

	Special Revenue Funds		
	Food Service Fund	Community Service Fund	Total Nonmajor Governmental Funds
Assets			
Cash and temporary cash investments	$ 1,968,177	$ 935,452	$ 2,903,629
Accounts receivable	6,204	15,195	21,399
Current property taxes receivable		544,511	544,511
Delinquent property taxes receivable		23,366	23,366
Due from other Minnesota school districts			
Due from the Minnesota Department of Education		334,573	334,573
Due from the federal government through the Minnesota Department of Education	24,887	2,079,060	2,103,947
Prepaid expenses			
Inventory	128,223		128,223
Total assets	$ 2,127,491	$ 3,932,157	$ 6,059,648
Liabilities			
Salaries payable	$ 10,849	$ 390,628	$ 401,477
Accounts payable	49,125	469,348	518,473
Due to other Minnesota school districts			
Accrued expenses		97,769	97,769
Deferred revenue		72,053	72,053
Total liabilities	59,974	1,029,798	1,089,772
Deferred Inflows of Resources			
Unavailable revenue - delinquent property taxes		22,095	22,095
Property taxes levied for subsequent year's expenditures		1,054,744	1,054,744
Total deferred inflows of resources		1,076,839	1,076,839
Fund balances			
Nonspendable	128,223		128,223
Restricted	1,939,294	1,878,600	3,817,894
Unassigned		(53,080)	(53,080)
Total fund balances	2,067,517	1,825,520	3,893,037
Total liabilities, deferred inflows of resources and fund balances	$ 2,127,491	$ 3,932,157	$ 6,059,648

Independent School District No. 709

Nonmajor Governmental Funds – Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended June 30, 2022

	Special Revenue Funds		Total
	Food Service Fund	Community Service Fund	Nonmajor Governmental Funds
Revenues			
Local property tax levies	$	$ 1,083,372	$ 1,083,372
Other local and county revenues	1,692	1,884,197	1,885,889
Revenue from state sources	148,227	2,510,967	2,659,194
Revenue from federal sources	4,901,902	3,109,984	8,011,886
Sales and other conversion of assets	112,839		112,839
Total revenues	5,164,660	8,588,520	13,753,180
Expenditures			
Current			
Community education and services		8,090,669	8,090,669
Pupil support services	4,147,495		4,147,495
Capital outlay	3,695	96,912	100,607
Total expenditures	4,151,190	8,187,581	12,338,771
Excess (deficiency) of revenues over expenditures	1,013,470	400,939	1,414,409
Net change in fund balances	1,013,470	400,939	1,414,409
Fund balances, beginning	1,054,047	1,424,581	2,478,628
Fund balances, ending	$ 2,067,517	$ 1,825,520	$ 3,893,037

Independent School District No. 709

Fiscal Compliance Table

For the Year Ended June 30, 2022

	Audit	UFARS	Audit - UFARS
01 GENERAL FUND			
Total revenues	$125,103,441	$125,103,441	$ -
Total expenditures	127,704,843	127,704,844	(1)
Non spendable			
460 Non spendable fund balance	24,293	24,293	-
Restricted/Reserve			
401 Student activities	363,546	363,546	-
403 Staff development	313,515	313,515	-
405 Deferred maintenance			-
406 Health and safety			-
407 Capital Projects Levy			-
408 Cooperative revenue			-
411 Severance pay			-
413 Project funded by COP			-
414 Operating debt			-
416 Levy reduction			-
417 Taconite building maintenance			-
423 Certain teacher programs			-
424 Operating capital	1,837,820	1,837,820	-
426 $25 Taconite			-
427 Disabled accessibility			-
428 Learning and development			-
434 Area learning center	11,367	11,367	-
435 Contracted alt. programs			-
436 St. approved alt. program			-
438 Gifted & talented	-	-	-
440 Teacher development & eval	16,729	16,729	
441 Basic skills program	773,052	773,052	-
445 Career and technical programs			-
446 First Grade Preparedness			-
449 Safe schools levy	467,364	467,364	-
450 Prekindergarten			-
451 QZAB payments			-
452 OPEB liability not in trust			-
453 Unfunded sev & retirement levy			-
467 LTFM	1,553,883	1,553,883	-
472 Medical Assistance	571,370	571,370	-
Restricted			
464 Restricted fund balance			-
Committed			
418 Committed for separation			-
461 Committed fund balance			-
Assigned			
462 Assigned fund balance	10,090,319	10,090,319	-
Unassigned			
422 Unassigned fund balance	5,589,290	5,589,289	1
02 FOOD SERVICE			
Total revenues	5,164,660	5,164,669	(9)
Total expenditures	4,151,190	4,151,190	-
Non spendable			
460 Non spendable fund balance	128,223	128,223	-
Restricted			
452 OPEB liability not in trust			-
464 Restricted fund balance	1,939,294	1,939,294	-
Unassigned			
463 Unassigned fund balance			-
04 COMMUNITY SERVICE			
Total revenues	8,588,520	8,588,518	2
Total expenditures	8,187,581	8,187,576	5
Non spendable			-
460 Non spendable fund balance			-
Restricted/Reserve			
426 $25 taconite			-
431 Community education	1,488,219	1,488,219	-
432 ECFE	104,934	104,934	-
444 School readiness	43,105	43,105	-
447 Adult Basic Education	242,342	242,342	-
452 OPEB liability not in trust			-
Restricted			
464 Restricted fund balance		-	-
Unassigned			
463 Unassigned fund balance	(53,080)	(53,080)	-

	Audit	UFARS	Audit - UFARS
06 BUILDING CONSTRUCTION			
Total revenues	$ 72,531	$ 72,531	$ -
Total expenditures	12,807,853	12,807,853	-
Non spendable			
460 Non spendable fund balance			-
Restricted/Reserve			
407 Down payment levy			
413 Projects funded by COP	30,526,104	30,526,095	9
409 Alternative facility program			-
467 LTFM			-
Restricted			
464 Restricted fund balance			-
Unassigned			
463 Unassigned fund balance	-	-	-
07 DEBT SERVICE - SEE NEXT PAGE FOR DISCUSSION OF VARIANCES			-
Total revenues	25,069,332	25,069,332	-
Total expenditures	25,062,402	25,062,403	(1)
Non spendable			
460 Non spendable fund balance			-
Restricted/Reserve			
425 Bond refundings	16,432	16,432	-
451 QZAB payments			-
Restricted			
464 Restricted fund balance	4,479,249	4,479,246	3
Unassigned			
463 Unassigned fund balance			-
08 TRUST			
Total revenues	236,094	236,094	-
Total expenditures	-	-	-
401 Student activities	-	-	-
402 Scholarships	1,640,662	1,640,662	-
18 CUSTODIAL FUND			
Total revenues			-
Total expenditures			-
401 Student activities			-
402 Scholarships			-
20 INTERNAL SERVICE			
Total revenues	850,475	850,475	-
Total expenditures	761,867	761,867	-
422 Net position	598,203	598,204	(1)
25 OPEB REVOCABLE TRUST FUND			
Total revenues			-
Total expenditures			-
422 Net position			-
45 OPEB IRREVOCABLE TRUST FUND			
Total revenues			-
Total expenditures			-
422 Net position			-
47 OPEB DEBT SERVICE FUND			
Total revenues			-
Total expenditures			-
Non spendable			-
460 Non spendable fund balance			
Restricted			
425 Bond refundings			-
464 Restricted fund balance			-
Unassigned			
463 Unassigned fund balance			-

Reports Required by *Government Auditing Standards*, Uniform Guidance, and the State of Minnesota

Independent School District No. 709

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Federal AL Number	Expenditures
U.S. Department of Agriculture		
Passed-through Minnesota Department of Education:		
Child Nutrition Cluster		
School Breakfast Program	10.553	$ 973,240
Non-Cash Assistance (Commodities)	10.555	267,299
COVID-19 Supply Chain Assistance	10.555C	133,676
COVID-19 USDA EMOP Costs	10.555C	5,636
National School Lunch Program	10.555	3,397,882
Total 10.555		3,804,493
Summer Food Service Program for Children	10.559	24,887
Total Child Nutrition Cluster		4,802,620
Child and Adult Care Food Program	10.558	99,282
Total U.S. Department of Agriculture		4,901,902
U.S. Department of Interior		
Passed-through Fond du Lac Band of Lake Superior Chippewa		
Indian Education - Grants to Schools	15.130	13,718
U.S. Department of Justice		
Passed-through City of Duluth		
COPS Grant	16.710	105,545
U.S. Department of Treasury		
Passed-through Minnesota Department of Revenue		
ARP - Coronavirus State and Local Fiscal Recovery Funds	21.027	85,156
ARP - Coronavirus State and Local Fiscal Recovery Funds	21.027	62,652
Passed-through St. Louis County		
ARP - Coronavirus State and Local Fiscal Recovery Funds	21.027	264,945
Total Coronavirus State and Local Fiscal Recovery Funds		412,753
U.S. Department of Education		
Direct Program		
Title VII Indian Education, Grants to Local Education Agencies	84.060	171,921
Passed-through Minnesota Department of Education:		
Adult Basic Education - Basic Grants to States	84.002	26,197
Title I, Part A	84.010	2,600,844
Title I, Neglected and Delinquent	84.010	374,018
Total 84.010		2,974,862

See Independent Auditor's Report

See Notes to the Schedule of Expenditures of Federal Awards

Independent School District No. 709

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Federal AL Number	Expenditures
Special Education Cluster		
IDEA, Part B	84.027	2,442,215
ARP IDEA Part B Section 611	84.027X	249,845
IDEA, Part B Preschool Grant for Children with Disabilities	84.173	117,453
ARP IDEA Part B Section 619 Preschool Incentive	84.173X	40,490
Total Special Education Cluster		2,850,003
Career and Technical Education - Basic Grants to States	84.048	43,777
Special Education Infants and Toddlers Program	84.181	69,327
Education for Homeless Children and Youth	84.196	30,000
Special Education - State Personnel Development	84.323	-
Title III - English Language Acquisition	84.365	8,544
Title II, Part A	84.367	583,440
Student Support and Academic Enrichment Program	84.424	279,627
COVID-19 Elementary and Secondary School Emergency Relief Fund	84.425D	9,037,603
COVID-19 Governor's Emergency Education Relief Fund	84.425C	251,102
ARP - Elementary and Secondary School Emergency Relief Fund - Homeless Children and Youth	84.425W	18,625
Total Education Stabilization Fund		9,307,330
Total U.S. Department of Education		16,345,028
U.S. Department of Health and Human Services		
Direct Program		
Head Start	93.600	2,773,834
Passed-through Minnesota Department of Education		
Project Aware	93.243	179,030
Total U.S. Department of Health and Human Services		2,952,864
Total expenditures of federal awards		$ 24,731,810

See Independent Auditor's Report

See Notes to the Schedule of Expenditures of Federal Awards

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2022

Note 1 Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Independent School District No. 709 under programs of the federal government for the year ended June 30, 2022. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of *Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal* Awards (Uniform Guidance) Because the schedule presents only a selected portion of the operations of Independent School District No. 709, it is not intended to and does not present the financial position, changes in net position, or cash flows of Independent School District No. 709.

Note 2 Significant Accounting Policies

Expenditures reported on the schedules are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

Independent School District No. 709 has not elected to use the 10 percent de minimus indirect costs rate as allowed under Uniform Guidance.

Note 3 Pass-Through Grant Numbers

All pass-through listed on the previous page use the same AL numbers as the federal grantors to identify these grants and have not assigned any additional identifying numbers.

Note 4 Subrecipients

The District has not passed funding to subrecipients during 2021-22.

WIPFLI

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the School Board
Independent School District No. 709
Duluth, Minnesota

We have audited, in accordance with the auditing standards general accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Independent School District No. 709 (District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated December 19, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified a certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as item 2022-001 and 2022-002 to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The District's Response to the Findings

The District's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing* Standards in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wipfli LLP

Wipfli LLP

December 19, 2022
Duluth, Minnesota

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance

To the School Board
Independent School District No. 709
Duluth, Minnesota

Opinion on Each Major Federal Program

We have audited Independent School District No. 709 (District)'s compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2022. Independent School District No. 709 (District)'s major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Independent School District No. 709 (District) complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Independent School District No. 709 (District) and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, federal statues, regulations, rules, and provisions of contracts or agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than

for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material is there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District**'s** internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency* in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Wipfli LLP

Wipfli LLP
December 19, 2022
Duluth, Minnesota

WIPFLI

Independent Auditor's Report on Legal Compliance for the State of Minnesota

To the School Board
Independent School District No. 709
Duluth, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the Unites States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Independent School District No. 709 (District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which comprise the District's basic financial statements, and have issued our report thereon dated December 19, 2022.

The *Minnesota Legal Compliance Audit Guide for School Districts,* promulgated by the State Auditor pursuant to Minnesota Statute §6.65 contains seven categories of compliance to be tested: contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and uniform financial accounting and reporting standards for school districts. Our audit considered all of the listed categories.

In connection with our audit, nothing came to our attention that caused us to believe that the District failed to comply with the provisions of the *Minnesota Legal Compliance Audit Guide for School Districts*. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's noncompliance with the above referenced provisions.

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

Wipfli LLP

Wipfli LLP

December 19, 2022
Duluth, Minnesota

Independent School District No. 709

Schedule of Findings and Questioned Costs

For the Year Ended June 30, 2022

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	**Unmodified**			
Internal control over financial reporting:				
Material weakness identified?	X	Yes		No
Significant deficiency(s)?		Yes	X	None reported
Noncompliance material to the financial statements		Yes	X	No

Federal Awards

Internal control over major federal programs:				
Material weakness identified?		Yes	X	No
Significant deficiency(s)?		Yes	X	None reported
Type of auditor's report issued on compliance for major programs:	**Unmodified**			
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance [2 CFR 200.516(a)]?		Yes	X	No

Identification of major federal program

AL Number	**Name of Federal Program or Cluster**
84.425	Governor's Emergency Education Relief Fund and Elementary and Secondary School Emergency Relief Fund
93.600	Head Start

Dollar threshold used to distinguish between Type A and Type B Programs	$750,000			
Auditee qualified as a low-risk auditee?		Yes	X	No

Schedule of Findings and Questioned Costs (continued)

For the Year Ended June 30, 2022

Section II - Financial Statement Findings:

Item 2022-001 - Audit adjustments/Reconciliation of Significant Accounts (Material Weakness)

Criteria - Controls should be in place to ensure accurate financial reporting. In order to make the financial reports generated by the accounting system as meaningful as possible, the District should reconcile the general ledger accounts to supporting documentation on a monthly basis.

Condition - The District is responsible for controls over the period-end financial reporting process, including controls over procedures to process journal entries into the general ledger and record recurring and nonrecurring adjustments to the financial statements and reconciling general ledger accounts to supporting documentation. As a result of audit procedures, we identified significant accounts that were not reconciled at year end, including taxes receivable, general aid receivables, accounts receivable, accounts payable, salaries payable, and accrued expenses; and proposed material adjustments to the District's general ledger accounts to correct these misstatements.

Cause - The District's controls over period-end financial reporting did not prevent or detect material misstatements of the financial statements.

Effect - Without controls over procedures that will detect or prevent misstatements when entering transactions or making adjustments to the financial statements and reconciling significant accounts to supporting documentation, the financial statements may be misstated.

Recommendation - We recommend that management implement controls necessary to achieve accurate financial reporting, including reconciling significant accounts monthly.

District's Response - The District feels that we have reached milestones regarding audit compliance and Skyward reporting procedures. We feel this will improve each year and as we complete another audit we have already started conversations about the next audit on areas for the district to improve on.

2022-002 - Financial Statement Presentation and Disclosures (Material Weakness)

Criteria - Controls should be in place to prepare financial statements in accordance with generally accepted accounting principles (GAAP).

Condition - The District internal control over financial reporting does not end at the general ledger, but extends to the financial statements and related notes. As part of our professional services for the year ended June 30, 2022, Wipfli assisted in drafting the financial statements and related notes. While the District does have an internal control process to review the financial statements prepared by the auditors, the District does not have sufficient expertise to completely prepare its own financial statements and related notes, and relies on the auditors to provide necessary understanding of current accounting and disclosure principles in the preparation of the financial statements and related notes.

Cause - The District does not expect, nor does it require, its financial staff to have the ability to prepare GAAP financial statements.

Effect - The completeness of the related note disclosures and the accuracy of the overall financial presentation is negatively impacted as outside auditors do not have the same comprehensive understanding of the District and its staff. The potential exists that a misstatement of the financial statements and related notes could occur and not be prevented or detected by the District.

Recommendation - We recommend that management and those charged with governance continue to evaluate whether to accept the degree of risk associated with this condition because of cost or other considerations.

Schedule of Findings and Questioned Costs (continued)

For the Year Ended June 30, 2022

District's Response - The District will continue to rely upon the auditors to prepare the financial statements and related notes. Management will review and approve the annual financial statements and related notes.

Section III - Federal Findings:

None.

Section IV - Minnesota Legal Compliance Findings:

None.

Schedule of Prior Year Findings and Questioned Costs

For the Year Ended June 30, 2022

Prior Year Findings:

Section II – Financial Statement Findings:

Finding 2021-001 - Audit adjustments/Reconciliation of Significant Accounts – Repeated as finding 2022-001

Finding 2021-002 - Financial Statement Presentation and Disclosures – Repeated as finding 2022-002.

Section III - Federal Findings:

None.

Section IV - Minnesota Legal Compliance Findings:

None.

R E S O L U T I O N

Firemen and Oilers Employees

RESOLVED, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Firemen and Oilers Employees, a summary of which has been provided electronically to all School Board members, be approved and adopted for the periods of July 1, 2021 to June 30, 2024, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

COLLECTIVE BARGAINING AGREEMENT

Between
Independent School District No. 709

And

National Conference of Firemen And Oilers, District of Local 32BJ,
SEIU (NCFO District) Chapter 956

THIS AGREEMENT entered into by and between National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District), Chapter 956, herein referred to as the "Union" and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the "School District" and relating to terms and conditions of employment, including hours of employment, the compensation therefore, including fringe benefits, and the employer's human resource policies affecting the working conditions of the employees.

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

ARTICLE I

Recognition

Section 1 – School District formally recognizes the National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956, as the exclusive bargaining agent for all maintenance and operations employees of the School District within the positions and classifications included in Schedules "A", "B" and "C" attached hereto and made a part of this Agreement. The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota.

Section 2 – Recognition shall not include part-time employees whose services do not exceed fourteen (14) hours per week or employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

Section 3 – It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting the conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person.

Section 4 – Access To Premises:
Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

ARTICLE 2

Management Rights Clause

Section 1 – It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and discretion conferred upon and vested in it by applicable state or federal laws, rules and regulations, including, but without limitation because of enumeration, the right:

A. To the executive management and administrative control of the school system and its properties, programs and facilities, and the activities of its employees;
B. Subject to the provisions of law, regulations of the State Board of Education, and Civil Service Rules of the School District, to employ and re-employ all personnel; determine their qualifications and conditions of

employment; dismiss, suspend, demote, or take other appropriate disciplinary action against such personnel; to assign or determine the work assignment of said personnel and promote or transfer the same; and to determine the complement of employees necessary to the efficient operation of the School District;

C. To determine the policies of the School District;
D. To determine the financial, budgetary, accounting and organizational policies and procedures of the School District;
E. To establish work rules and Civil Service regulations not inconsistent with this Agreement;
F. To create, revise, and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons; and
G. To contract out for goods or services deemed necessary or desirable by the School District and permitted by law or regulations of the State Board of Education. During the term of this Agreement, the School District of I.S.D. No. 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.

Section 2 – The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law and regulations of the Minnesota State Board of Education, and with respect to the specific and express terms of this Agreement, shall be limited only to the extent that they are in conformance with the Constitution and Laws of the State of Minnesota, and the Constitution and Laws of the United States, it hereby being understood and agreed that the School District retains all functions, powers and authorities which are not included in the enumeration herein listed above, or otherwise nullified, abridged, delegated or modified by this Agreement. In all matters under this Agreement calling for judgment or discretion on the part of the School District, the decision of the School District shall be final and binding, except as otherwise provided in Article 4 of this Agreement.

ARTICLE 3

No Strike Or Work Stoppage Clause

Section 1 - No employee holding a position by appointment or employment in the classified service of the School District shall strike, or participate in a strike as defined by law, during the term of this Agreement. In addition to the language used to define the term "strike" as found in the Public Employment Labor Relations Act of 1971, Minnesota Statutes, Section 179A.03, the term "strike" as used herein shall specifically include the refusal to cross picket lines established as a result of any strike of any other persons, which strike was not sanctioned or authorized by the international labor organization of the local Labor Union to which said persons belong.

Section 2 - The employees herein agree to provide sufficient security and heat to all School District buildings at all times so that they do not become damaged by the elements of weather.

ARTICLE 4

Grievance Procedure

Section 1 – Purpose

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

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Section 2 – Definitions

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

Section 3 – Representation Rights

A. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
B. The aggrieved employee reserves the right to be represented by a representative of their choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and except that the Union shall be their designated representative in binding arbitration.
C. The Union shall be notified of any grievance meeting and a representative of the Union may be present and express their views at all steps of this grievance procedure.

Section 4 – Procedures

Step 1: The aggrieved employee shall present their grievance orally to their supervisor of Maintenance and Construction, Building Operations, or Transportation, within five (5) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a grievance.

The supervisor shall, within three (3) business days, inform the aggrieved employee and the Director of Business Services or designee of the decision on the grievance.

Step 2: In the event that such grievance is not adjusted or agreed upon to the aggrieved employee's satisfaction, then within fifteen (15) calendar days from the Step 1 decision, the aggrieved employee shall file the grievance in writing with the Director of Business Services or designee of the School District. The written grievance shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee.

The Director of Business Services or the School District designee shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee.

A decision in writing by the Director of Business Services or the School District designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

Step 3: In the event the aggrieved employee is not satisfied with the decision at Step 2, or at the option of the Superintendent of Schools, the Superintendent or their designee shall set a hearing within five (5) days of the filing of the appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (Superintendent or their designee) of the decision at Step 2, and shall so notify the aggrieved employee and the Union.

The Superintendent or their designee shall then proceed to such hearing and notify the aggrieved employee and the Union of their decision in writing within ten (10) days of the hearing.

Section 5 – Arbitration

A. The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step 3. Such appeal shall be in writing and filed with the Superintendent of Schools.
B. The Superintendent of Schools and the Union shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21.
C. Upon receipt of such list, and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of selection. The written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include the conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.
D. The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance.
E. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall they have authority to determine whether any of the provisions of this Agreement are unlawful so as to invoke the provisions of Articles 32 and 33 of this Agreement.
F. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure.
G. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken.
H. The School District and the Union shall share equally in the expenses and cost of the arbitration; including the taking of a verbatim report, but each of them (the School District and Union) shall pay the costs of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceeding it shall request from the arbitrator.
I. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.
J. The arbitrator shall serve his or her decision by mailing it by certified mail to the representatives of the parties or, if none, to the party.

Section 6 – Miscellaneous Provisions

A. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step 2 of this procedure if the alleged grievance directly affects at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement.

   The grievance shall be filed in like manner and within the time limits provided under Step 2 of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union after Step 1.
B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step 1 if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step 2.
C. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
D. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
E. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance. Where the aggrieved employee has not appealed a decision at Step 1 for whatever reason, the School District shall not be bound by the decision at Step 1 in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union.

F. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period if grievance has not been filed within the time limits specified within this grievance procedure.
G. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
H. All hearings through Step 3 shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold a hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Director of Business Services or other designee shall first authorize any hearings at Step 1 during work hours.
I. Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, properly addressed, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE 5

Pay Periods And Conditions

Section 1 – Pay Periods
A. Wages shall be paid bi-weekly two (2) weeks behind pay schedule.
B. Tax withholding deductions shall be made according to tables furnished by the federal and state governments. All other applicable deductions shall be made bi-weekly.
C. Where a third payday occurs during the month, the only deductions made will be for items required by law. Payments for extra pay such as weekend heating, overtime, and shift differential, shall be separately indicated on the payroll stub to be received by the employee.

Section 2
a) The employee taking a classified position on a temporary basis shall receive the salary specified in Step A of the appropriate classification during the period of the temporary assignment.
b) Bargaining Unit employees who were involuntarily demoted through no fault of their own and then are temporarily assigned by the District to assume the duties of the higher paying position they were demoted from, will receive pay at the step they were receiving prior to the demotion.

Section 3 – Operations employees assuming the duties of a higher paying position shall be paid at the salary in Step A in that classification, effective when such assignment exceeds four (4) hours.

Section 4 – All continuous time, up to a maximum of six (6) months, worked in a higher classification pursuant to Section 3 of this Article shall be credited to an employee for the purpose of pay, if the employee is promoted to the same position by appropriate School Board action. The maximum six (6) months referred to herein shall refer to all continuous periods of time of employment in the higher classified position immediately preceding formal action taken by the School Board to confirm the promotion of same employee.

Section 5
A. Employees shall be paid a minimum of four (4) hours' wages whenever they are unexpectedly called to work, whether before or after regular shift or on unscheduled days, or due to inclement weather and the radio announcement occurs specifying that maintenance unit employees should not report after an employee has reported.
B. In the event maintenance unit employees have been advised they should not report to work due to inclement weather they shall suffer no loss of pay or benefits for that day(s).
C. Early starts to remove snow shall not be considered "call out"; they will only be an extension of the normal workday.

Section 6 – The summer day shift shall be scheduled from 7:00 a.m. to 3:30 p.m. except where otherwise mutually agreed to between the parties.

Section 7 – During the one hundred eighty (180) day regular school year, Second Shift Engineer II staff shall have their hours assigned on a weekly basis with assignments made on or before Friday immediately preceding the following week. When Second Shift Engineer II staff are required to vary from this schedule, variations in the

daily schedule, as established for that week, shall be work in addition to the normal work day unless the individual is already being compensated for such hours by other provisions of this Agreement. (Pyramiding of compensation is prohibited.)

Section 7 – Building operations supervisor will designate a specific point of contact for custodial personnel. The point of contact will be responsible for notifying custodial employees by telephone if they should report to work and the time they should report on snow days. This Section shall apply only to those employees working until 12:00 midnight the night before. Any change to this procedure will be through consultation between the parties.

Section 8 – The operation of plow equipment such as Bobcats and plow trucks located at various buildings is restricted to Utility personnel. In the event a Utility II person is not available to perform required work described herein, then the District shall have the right to assign said work to a qualified operator.

Section 9 – The School District will continue to provide maintenance employees with replacement tools, which are lost, stolen or broken.

ARTICLE 6

Rates Of Pay

The rates of pay for all employees within the bargaining unit shall be as set forth in Schedules "A", "B" and "C" attached hereto.

ARTICLE 7

Overtime Pay

Section 1 – Employees shall be paid one and one-half (1 1/2) times the regular rate for all hours paid in excess of forty (40) hours per week. Overtime shall be paid on the paycheck covering the pay period in which the overtime was earned.

Section 2 – In the event any employee is assigned to work overtime, they will not be required to use vacation leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or off-set the overtime hours worked or to be worked.

Section 3 – Employees shall be paid two (2) times the regular rate for all hours worked on a Sunday with the exception of work governed by winter heating rules.

Section 4 – Engineers who work four (4) ten (10) hour days are allowed the fifth day off. If the fifth day occurs on a holiday, they shall be granted an additional day off or a day's pay.

Section 5 – The above regulations shall not apply to winter heating work.

Section 6 – Except when such work would constitute an extension of the regular work day for an employee, work within the School District which requires the payment of overtime pay, shall be assigned on the basis of rotating seniority within the building in which the work is to be done in the classification in which the work is regularly done as a part of the duties of the class, then on the basis of rotating seniority in the School District in the classification in which the work is regularly done as a part of the duties of the class, before any other person is assigned to such work.

Section 7 – Availability of an employee to work shall be determined by phoning their place of work if on duty, or by phoning their home if their phone number is on file with the Director of Business Services or other designee.

Section 8 – When, in the judgment of the School District, overtime work is required for employees in a given classification in a building or within the school system, the employees regularly performing work in such classifications shall be required to perform such overtime work upon request of the employer.

Section 9 – Except in the case of emergencies or breakdowns, an employee shall be notified of required overtime work not later than twenty-four (24) hours preceding such overtime work. This notice provision shall also apply to the resumption of overtime work whenever there is a break in the overtime schedule.

Section 10 – It is the policy of the School District to grant, where practicable, and at the discretion of the School District, an employee's request to be excused from overtime on a given day, for good reason, especially during periods of continuing overtime. Such a request should be made as far in advance as possible. The employee will be promptly notified of the disposition of their request. When granted they will not be required to work during the excused time without their consent.

Section 11 – Persons on ten (10) hour shifts [ten (10) hour engineers] working continuous overtime up to and after 6:00 p.m. because of a building activity shall receive a one-half (1/2) hour paid mealtime off if not notified twenty-four (24) hours in advance of the activity, such mealtime to be designated by the appropriate administrator.

Section 12 – For the purposes of overtime computation, holidays, vacation leave, sick leave, funeral leave, jury duty, military leave and other absences from work on active pay status shall be considered as time worked.

ARTICLE 9

Shift Differential Pay

Employees shall be paid an additional fifty cents ($.50) per hour for all hours worked on a second shift and between the hours of 5:00 p.m. and 6:00 a.m. In addition, employees working between 12:00 a.m. and 6:00 a.m. will receive an additional $0.60 shift differential pay. In lieu of shift differential pay during their lunch period, custodians will receive an extra 2.5 cents per hour that is included in their salary, effective July 1, 2012.

ARTICLE 9

Leadperson/Crew Leader Pay

Section 1 – Working Leadperson – Those employees designated by the administration as Working Leadpersons shall be appointed in class, and shall be paid $75.00 a month (distributed on an hourly rate) to be included in the base pay for those positions. Only permanent Civil Service employees shall be designated or appointed as Working Leadperson.

Under the supervision of a District administrative manager or supervisor, the Working Leadperson is defined as: a person who directs employees and use of equipment; hands out work orders on a daily basis; routinely makes on-site visits on all assigned projects; revises work schedules based on emergency situations; certifies timesheets; purchases materials and supplies; may assist employees in completion of assignments; insures proper servicing of equipment.

Section 2 – Working Crewleader – Those employees designated by the administration as Working Crewleader shall be paid $35.00 per month (distributed on an hourly rate) in addition to their regular pay. Only permanent Civil Service employees shall be designated or appointed as Working Crewleader. Custodians, if available, shall be used as Summer Crewleaders.

The Working Crewleader, under direction, will work primarily with hourly and temporary employees engaged in the maintenance of, but not limited to, lawns, chairs, lockers, carpets and walls.

Section 3 – In the cases of absences of maintenance Leadperson for sick leave reasons, or planned or scheduled absences, the appropriate supervisor or other designee may appoint an employee to act as "Leadperson". The appointed employee shall receive payment effective the first day of such assignment.

ARTICLE 10

Mileage Pay

Section 1 – Mileage expense shall be paid to any employee using their personal vehicle in the course of their employment, providing such use is authorized by the school administration.

Section 2 – The mileage rate paid shall be established by Board policy. If the mileage rate is increased by the School District for employees not covered by this Agreement, the same increase shall be granted to employees under this Agreement.

ARTICLE 11

Holidays

Section 1 – During each calendar year all employees under this Agreement, and as further defined in Articles 30 and 31, who work or who are on District paid status (or lost time paid by the Union) for the work days immediately preceding and immediately following paid holidays will be paid for the following holidays:

New Year's Day,
Presidents' Day
Memorial Day,
Independence Day,
Labor Day,
Minnesota Education Day in October
Thanksgiving Day, and the day after Thanksgiving Day
Christmas Eve Day, Christmas Day,

Pursuant to Article 13, Section 3.H, a medical certificate will be required for sick leave taken on work days immediately preceding and following the paid holiday.

Section 2 – Except that if such days fall on a day when school is in session, such days shall not be paid holidays and the employees shall receive paid "floating" holidays in lieu thereof, the date or dates of said "floating" holidays to be chosen by the majority of the employees with the approval of the Director of Business Services or other designee and the Superintendent of Schools. Said "floating" holidays shall not occur on a day when school is in session, a legal holiday or a weekend, and all employees shall be required to take the same "floating" holidays.

Section 3 – All employees required to work on other than work governed by winter heating rules, on any of the above holidays shall be paid two (2) times the regular rate for all hours worked in addition to holiday pay.

Section 4 – Whenever a holiday as defined in Article 12, Section 1, falls on a Saturday, the preceding workday shall be a paid holiday unless the employee is regularly scheduled to work on a Saturday. In that case, Saturday will be recognized as the holiday. When a holiday falls on a Sunday, (or Monday for those scheduled to work Tuesday to Saturday schedule) the following scheduled workday shall be a paid holiday. Employees required to work said Fridays, Saturdays or on the following scheduled workday after a holiday occurring on a Sunday, shall be paid as outlined in Section 2 or shall be granted an additional day of vacation.

ARTICLE 12

Layoffs, Vacations, Sick Leave And Leaves Of Absence

Section 1 – Layoffs – Layoffs shall be governed in accordance with the Civil Service Regulations of Independent School District 709, as the same may now exist or hereafter be adopted, amended, repealed, or otherwise changed.

Section 2 – Vacation – Vacation shall be granted at the rate of:

A. .833 of a day per month (.833 day per month) during the first year of employment;
B. Two (2) calendar weeks of vacation per year (.833 day per month) after one (1) year;

C. Three (3) calendar weeks of vacation per year (1.25 days per month) after six (6) years;
D. Four (4) calendar weeks of vacation per year (1.67 days per month) after twelve (12) years; and
E. Five (5) calendar weeks of vacation per year (2.08 days per month) after twenty-two (22) years of continuous service, with the School District.
F. Twenty-six (26) days of vacation per year (2.17 days per month) after thirty (30) years of continuous service with the School District.
G. Said vacation leave shall not be cumulative.
H. The anniversary date of permanent employment shall determine the six (6) years, twelve (12) years, twenty-two (22) years, and thirty (30) years vacation period, providing that if the employee has completed five and one-half (5½) years, eleven and one-half (11½) years, twenty one and one-half (21½) years, or (effective July 1, 2017) twenty-nine and one-half (29 ½) years prior to July 1, he/she shall be considered to have been employed for the full six (6), twelve (12), twenty-two (22), or thirty (30) year period, as the case may be, for the purposes of this provision.
I. Effective January 1, 1974, employees shall receive annually one (1) additional vacation day beyond the vacation arrived at pursuant to the above formulas.
J. Application for summer vacation must be submitted prior to May 1 of each year, and vacations shall be granted based on seniority and the needs of the School District.
K. Requests for vacations during the school year shall be submitted at least two (2) weeks in advance in writing.
L. All vacations must be approved by the Director of Business Services or other designee. Upon approval, the employee will be notified in writing as quickly as is reasonably possible.
M. All vacation to which an employee is entitled as of July 1, must be taken and used up by the employee within the following eighteen (18) consecutive months.
The School Board shall provide each member, vacation and sick leave balances on a regular basis.

Section 3 – Sick Leave

A. Full-time regular employees shall be granted .06923 hours of sick pay for each hour on District paid status (or lost time paid by the Union) excluding overtime hours with a maximum of one and one-half (1 ½) days of sick leave for each full month worked accumulative to two hundred ten (228) days.
B. New employees holding a position in the classified service who have served at least six (6) months of the required probationary period (except those whose probation is extended under Rule 14.2 of the Civil Service Rules) shall be granted sick leave with full pay at a rate of accumulation, which is determined by this, or other Articles (Articles 30 and 31).
C. To obtain approval for use of sick leave, employees must notify their supervisors, as soon as possible, but not later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time.
D. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where emergency precluded prior notice and approval.
E. ***Sick Leave May Be Accumulated*** – In the event that an employee does not take the full amount of sick leave allowed in one (1) year, the amount not taken may be accumulated from year to year up to a total, which is determined by this Article. With the unanimous recommendation of the Board, approved by a majority vote of the School Board, sick leave with full or partial pay may be granted beyond the maximum specified accumulation when, in the judgment of said Board and School Board, it is deemed to be justified.

F. ***Sick Leave Defined***
1) Sick leave is hereby defined to mean the absence of an employee because of illness, exposure to a contagious disease, providing care to a husband, wife, mother, father, other legal dependent, or legally appointed guardian requiring this care or death in the immediate family as defined in Section 3F3. "Legal Dependent" shall mean minor unmarried children under the age of eighteen (18) years and dependent students under the age of twenty-five (25) years actually dependent upon the employee.
2) Full pay for absence not to exceed five (5) consecutive days, shall be allowed for any one (1) death in the family. The appointing authority shall evaluate the particular circumstances in each case and shall have the final authority in determining the number of allowable days. This leave shall be deducted from sick leave.
3) Definition of "Family" under death in family shall constitute members of the immediate family which for the purpose of this Section, shall mean spouse, domestic partner, father, mother, brother, sister, child, grandparent, grandchild, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. This shall also apply to foster relationships of the above listed categories.

4) Not more than three (3) days may be allowed for attendance upon a member of the immediate family requiring the care and attendance of such employee, with the exception that not more than five (5) consecutive days may be approved for this purpose if supported by a written statement from the attending physician, including an explanation of why the employee's attendance is necessary. Simple illness or disability in the immediate family not requiring emergency medical treatment or professional attention is excluded. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) family sick leave days per year and must fall under the definition of "Family" in F(3) above.
5) No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job other than their regular School Board employment.
6) Any employee removed from the payroll because they has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in their position upon filing with the Board a certificate of physical fitness to perform the duties of their position, signed by a doctor who shall be chosen and compensated by the Board.

G. A former employee in the classified service of the School Board, who is reinstated within thirty (30) days after resignation shall have their previously accumulated and unused balance of sick leave reinstated and placed to their credit.

H. ***Director Shall Require Certificate Of Sick Leave***
1) If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner.
2) In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality.
3) If an employee is believed to be abusing sick leave privileges, they shall be advised that because of their questionable sick leave record, a medical certificate may be required for each subsequent absence or sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

Section 4 – Special Leave Of Absence – Any employee holding a position in the classified service who is mentally or physically incapacitated to perform their duties or who desires to engage in a course of study such as will increase their usefulness on their return to the classified service, or who for any reason considered good by the appointing authority desires to secure leave from their regular duties, may, on written request approved by the appointing authority and the Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.

Section 5 – Special Leave To Be In Writing – Any employee asking for special leave without pay shall submit, on forms prescribed by the Board, their request for special leave stating the reason the request should be granted, the date when they desires the leave to begin, and the probable date of their return.

Section 6 – Special Leave Of Absence (Parental)

A. Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, and must request the parental leave in writing to the Human Resources at least two (2) months in advance of the commencement of the leave. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost their position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

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

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

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

B. ***Special Leave Of Absence (FMLA)*** – Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy.
C. ***Board To Determine Status Of Employee On Return*** – For each separate case of special leave without pay, the Board shall, at the time it approves the leave, determine whether the employee granted such leave shall be entitled to their former position on their return from such leave ("A" leave) or whether their name shall be placed on the re-employment list for the class ("B" leave).

Section 7 – Military Leave Of Absence

A. Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority or who shall hereafter become a member of said Armed Forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
B. ***Reinstatement Of Employee On Military Leave Of Absence*** – Reinstatement of any employee on military leave of absence shall be at the same salary which they would have received had they not taken such leave and shall be upon the following conditions:
   1) That the position has not been abolished;
   2) That the employee is not physically or mentally disabled from performing the duties of such position;
   3) That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for reinstatement within forty-five (45) days;
   4) That they submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that their military or naval service was satisfactory.
C. ***Employee Not To Lose Civil Service Rights*** – Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
D. ***Employee On Probation May Receive Military Leave Of Absence*** – Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said Armed Forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said Armed Forces shall, with the approval of the appointing authority and the Board, at the date that they becomes a member of the Armed Forces of the United States, be considered to have completed said probationary period and shall thereafter have full Civil Service status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules setout in this ordinance, and shall, upon completion of such military service, if they is physically and mentally able to perform the duties of the position, be reinstated to the position which they held at the time of becoming a member of said Armed Forces in accordance with the rules hereinbefore set out.
E. ***Vacancy Caused By Military Or Special Leave Of Absence To Be Known As Temporary Vacancy In Permanent Position*** – A vacancy created by an employee receiving a military or special leave of absence shall be known as a temporary vacancy in a permanent position, and any person appointed to fill such a temporary vacancy in a permanent position shall be known as a substitute in that position and said substitute shall acquire only such Civil Service rights as are hereinafter specifically provided in this Article.

Section 8 – Name Of Substitute To Be Placed On Re-Employment List – The name of any person appointed to a temporary vacancy in a permanent position as a substitute and who has been certified from an eligible list shall, upon the reinstatement of regular incumbent, be placed upon the re-employment list. Any employee so promoted shall revert to their former class upon the reinstatement of the regular incumbent.

Section 9 – Substitute May Be Appointed As Regular Incumbent – If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position, the status of the substitute shall be changed to permanent if they had been assigned to the position under contract language relating to transfers and promotions or, for an entry level position, selected

through a Board approved process of screening and interviews. When neither process has been followed, the position will be declared vacant. If the employee's status is changed to that of permanent, the time spent working in the assignment will be credited for seniority purposes in the new class.

Section 10 – Name Of Substitute May Be Placed On Re-Employment List If Called Into Armed Forces – The name of any substitute appointed from an eligible list, who, while acting as such, becomes a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said Armed Forces said substitute shall file a written request with the Board and if said substitute is mentally and physically capable of handling said position, provided that if the name of more than one such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.

ARTICLE 13

Insurance

Section 1 – The School District shall make available to each employee within this bargaining unit the same group insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of costs for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

Section 2 – The School District shall pay an amount per month for each employee in the Unit sufficient to maintain the level of benefits existing August 1, 1987, in the Disability Income Insurance Protection Plan. In the event the parties do not agree to retain language providing for specific reference to L.T.D. insurance in any Agreement reached on and after August 1, 1993, the language in that Agreement will revert back to the language in effect prior to January 1, 1986.

Section 3 – All employees under this Agreement must regularly be scheduled to work twenty-four (24) hours or more per week to qualify for group insurance benefits, including the present hospital/medical insurance, disability income insurance protection, and group term life insurance. Newly hired employees will be provided coverage for the first day of the month following their date of employment, except persons hired to start the first day of the school year shall be covered from the date of employment.

ARTICLE 14

Weekend And Holiday Care Of Buildings

Section 1 –Engineers and second shift engineersrequired to perform weekend and holiday care of school buildings beyond their regular work week during the year shall receive time and one-half (1½) their regular hourly rate for care of buildings during such holidays and weekends.

Section 2 –Engineers and second shift engineers required to perform weekend care of school buildings beyond their regular work week during the year shall receive two (2) times their regular hourly rate for care of buildings during a Sunday or on a holiday.

Section 3 – Such weekend and holiday care shall be one (1) hour per day unless additional time is authorized because of need or emergency by the Director of Business Services or other designee office, and except that if an employee on weekend and holiday care is required to perform services within a building for a scheduled activity during the weekend or on a holiday, such services shall include the one (1) hour weekend and holiday care and the employee shall not be paid twice for such hour. Should the employee not perform services for such scheduled activity, they shall not be paid the one (1) hour for weekend and holiday care, but the employee working such scheduled activity shall be required to perform such weekend and holiday care as part of the pay they shall receive for such scheduled activity. Subject to the same conditions as above, persons covering secondary buildings shall be allowed one and one-half (1½) hours per day for such weekend and holiday care.

ARTICLE 15

Job Security

Section 1 – The School Board and the Union jointly agree that changes in procedure (mechanical, physical, and financial) and methods must be made from time to time to keep the School District, its equipment and responsibility so as to promote the mutual interests of the taxpayer, the employees and the School District. In making such changes, job content and manpower requirements may be altered which could affect certain employees. The School Board agrees to communicate in writing five (5) days in advance of such changes with appropriate Union officers.

Section 2 – No employee's regular rate of pay shall be reduced when temporarily transferred to a job paying a lower rate, unless the said employee's regular job ceases to provide work. A classified employee who is assigned to and who works any portion of a shift of his classified job shall be paid the rate of that job for all work performed by him/her on that shift when temporarily transferred to a job paying a lower rate.

Section 3 – In the event of contemplated major changes, the following shall apply:

A. If after attaining five (5) years or more of service with the School District, a permanent employee is demoted to a lower classification because of the effect of a specifically designated technological change, their special minimum wage rate on such new job shall be a rate halfway between their former classification rate and the rate of the classification they then occupy.
B. If their job is subsequently changed, they retain their special minimum rate unless the new job exceeds such minimum. In any event, four (4) years from such demotion, an employee's special minimum rate terminates, and the wage rate of such employee shall become the rate of the classification they then occupy.
C. The employee shall retain the right of seniority in the job assignments they are qualified to fill.

ARTICLE 16

Safety Glasses/Shoes

Section 1 – Employees so designated by the Director of Business Services or other designee shall be reimbursed once every two (2) years for the actual cost up to $100.00 for approved safety eyewear. Reimbursement may be authorized before the end of a two (2) year period if safety eyewear is damaged during the course of work.

Section 2 – Employees so designated by the Director of Business Services or other designee shall be reimbursed once a year for the actual cost up to $50.00 for approved safety footwear.

ARTICLE 17

Health Care Savings Plan (HCSP)

Section 1 – To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at the time of retirement, including eligibility for deferred PERA benefits that may, at the employee's option, commence subsequent to their leaving employment with the School District, as defined below.

Section 2 – The number of unused current and accumulated sick leave (days up to a maximum of two hundred twenty eight (228) days) plus the number of unused current and accumulated vacation days will be used to determine the contribution to the HCSP. The first one hundred (100) days of the accumulated sick leave days above, plus the number of unused vacation days multiplied by the employees daily rate of pay (DRP) (excluding overtime) will be determined.
The DRP shall be the basic hourly rate plus longevity and lead person hourly rates, at the time of retirement, times the normal hours per day worked.

Upon retirement, the employee shall be credited one and one half (1.5) days for each year of service to the District, providing they have ten (10) years of total service to the School District.

Section 3 – The remaining amount of sick leave in excess of one-hundred (100) days from Section 2, will be, multiplied by the employee's daily rate of pay (excluding overtime), and discounted by 3.5%.

Section 4 – The total calculation of the value of the first one hundred (100) days (Section 2) and the discounted calculation of the value of the days in excess of one hundred (100) days (Section 3) will be contributed to the HCSP for the employee by the District.

Calculation of the employee's HCSP shall be determined by the following calculation:

Benefit Payment for First 100 Days

Unused & Accumulated Sick Leave days & service credit if applicable (up to a maximum of 100 days) +
Unused & Accumulated Vacation Days
X DRP
= Benefit Payment for First 100 Days

Benefit Payment for Remaining Days

Remaining Sick Leave days (over 100 days and up to a maximum of 228 days)
X DRP
= Sub Total of Days
-3.5 % discount
= Benefit Amount for Remaining Days

Total State Health Care Saving Plan Payment

Benefit Payment for First 100 Days
+ Benefit Payment for Remaining Days
= Total State Health Care Savings Plan Payment

Section 5 – Retired employees will be allowed to participate in District health plans at their own expense pursuant to applicable State and Federal laws.

ARTICLE 18

Union Meetings And Conventions

Section 1 – Provided maintenance or operations employee working the second shift desires to attend regular union meetings falling during his scheduled work hours, they may do so upon the approval of their supervisor and their statement as to the exact hours they intends to work as replacement for the total time lost for such attendance. The lost time will cause no added expense to the School Board and the position will be filled by an employee of like classifications. No position will be vacant at any time. The employee shall make up any time taken off for such purposes.

Section 2 – Not more than two (2) union members who shall be determined by the local union shall be entitled to attend for no more than two (2) days in any calendar year without loss of pay from the School District a duly called labor convention to which the local union is entitled to send members or delegates. It is intended that the total time allowed under this provision in any one (1) calendar year shall not exceed four (4) working days in total for all employees of the Union. The union agrees to reimburse the School District for any wages and benefits paid under this article, and the Union members taking such leave shall be made whole.

ARTICLE 19

In-Service Training Courses

Section 1 – All custodians will take the "Custodial Training Course", conducted by the School Board personnel, before they will be recognized as a qualified employee for promotion to Second Shift Engineer I.

Section 2 – All Second Shift Engineers will take the "Advanced Course in Building Maintenance", conducted by the School Board personnel, once every three (3) years to maintain their status as a qualified employee for selection for promotion to a higher classification.

Section 3 – Tuition will be paid by the School District upon successful completion of the course for any job-related regular or on-line course at Lake Superior College or other accredited higher education institute as long as the tuition does not exceed the tuition charged by Lake Superior College. Application must be requested in writing to, and approved in writing obtained from, the Director of Business Services or other designee.

Section 4 –Operations and maintenance employees will be provided a one-time bonus upon successfully obtaining the following licenses for the first time. The bonus applies only to new licenses after the date of July 1, 2017. The bonus does not apply to licenses granted prior to July 1, 2017 or lapsed licenses.

4C License - $100
2C License - $150
1C License - $200
Chief C License - $250

ARTICLE 20

Military Leave

No employee under this Agreement shall "request" of the military unit to which they is assigned, or the commander thereof, that they be assigned or authorized military duty for which they would be entitled to military leave with pay from the School District during the time the employee is working, or their services are under contract to be performed for the School District.

ARTICLE 21

Vacancies, Promotions, Demotions, Layoffs

It is agreed that those provisions of the Civil Service Rules of Independent School District No. 709 having to do with eligible lists, applications, tests, and certifications shall not be applicable to the hiring of persons whose positions fall within classifications covered by the Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956. The filling of positions under this Section shall occur only after all conditions of this Article have been met.

The hiring of individuals to fill vacancies in these classifications will be accomplished by the Human Resources Department of I.S.D. No. 709 in accordance with existing policies and regulations of the School Board. All other Civil Service Rules not covered by the Collective Bargaining Agreement shall remain in effect.

Section 1- Promotional Vacancies/Transfers (Changes effective August 18, 2015)

A. Vacancies
   1) When a vacancy exists, the vacancy shall be posted on the District's Human Resources Department website, with copies furnished to the Union President by District email and notification of postings will be emailed to each bargaining unit member using a bargaining unit distribution list. Employees on lay off status will be notified of vacancies by the Human Resources Department by mail or phone call. The posting shall be for seven (7) calendar days. Employees must apply by completing an application on the District's online application system by the closing date.

2) Lateral transfers within a classification shall be offered upon the basis of seniority within the classification to those requesting the same in advance in writing, subject to approval of the Principal or head of the school or building to which transfer is being made. In the case of disapproval and upon the request of the employee, the Principal shall notify the employee in writing of the reason for the disapproval and provide supporting documentation as determined appropriate and helpful by the Administration.
3) Employees shall apply for vacancies and/or lateral transfers by using the Human Resources Department online application system. Directions on how to apply will be provided to each bargaining unit member and posted on the District's website.

B. Applications for promotional vacancies from bargaining unit members shall be considered in the following order:
1) Employees presently working in the same classification title but at the next lower pay level (e.g., Second Shift Engineer I to Second Shift Engineer II) shall be given first consideration based on their seniority in their present classification.
2) Other applicants from successively lower pay levels with persons in the same class title having priority in seniority order.
3) Permanent part-time employees from successively lower pay levels with persons in the same class title having priority in seniority order.

C. When four (4) internal persons apply and are willing to accept the promotion, and meet the minimum qualifications called for in the job description including in-service requirements, if any, then the position shall be considered closed and the District shall be required to select from one (1) of the four (4) applicants. The unsuccessful applicants will be notified by the District in a timely manner after the position is filled.

D. In the event a position is offered to an employee in the bargaining unit, they shall be given up to two (2) business days after being notified of the promotion to accept or reject it.

E. If less than four (4) persons apply or fail to meet all requirements, the Human Resources Department may consider outside applicants to reach a total of four (4).

F. At the written request of the appropriate department supervisor to the Human Resources Department, a qualified applicant who has been interviewed but not selected for three (3) different jobs within a classification may be removed from future consideration for a period of one (1) year. This written request by the supervisor shall be furnished to the employees and the Union. Any written request made by the supervisor that removes a qualified applicant from future consideration for a promotion in a given classification shall be given within thirty (30) days of the conclusion of the applicant's third interview.

G. An employee who has completed their initial employment probationary period with the District will not be prohibited from becoming an applicant for a promotional vacancy while serving in a promotional probationary period (e.g., a person who has completed their initial employment probationary period as a Custodian II and who has subsequently assumed a Utility I position may be an applicant for a Utility II vacancy even if they has not completed their probationary period as Utility I).

H. It is also understood that when less than four (4) internal persons apply or fail to meet minimum qualification requirements as referred to in Section 1.C, the Human Resources Department may seek additional candidates from outside applicants in order to bring the total number of applicants to four (4) or employ a person in a substitute capacity until such time as four (4) persons complete their initial employment probationary period except that in no instance can a substitute person work in this capacity for more than sixty-seven (67) working days. The limitation of sixty-seven (67) days does not pertain to situations where the incumbent employee is on leave with rights of reinstatement.

I. The District shall provide an opportunity for an engineer, upon request, to become certified to operate swimming pools.

Section 2 – Demotions

A. A demotion is a change from a higher pay classification to a lower pay classification within the classified services.

B. Employees taking a voluntary demotion shall lose their seniority in the classification from which demoted, but shall be entitled to carry such seniority earned in the class from which demoted to the lower classification to which they may be demoted. An employee taking a voluntary demotion may apply to the appropriate authority for reinstatement to the classification from which the employee was demoted in accordance with Section 1 of this Article. Upon reinstatement to the class, the employee shall be credited with all seniority earned in the class from which they were demoted.

C. Employees that are involuntarily demoted due to no cause of their own, shall retain seniority earned in the classification they were demoted from and shall be given first consideration based on their seniority when vacancies occur in the classification they were demoted from.

Section 3 – Seniority List

A. A seniority list shall be maintained and brought up to date on May 15 and October 15 of each year with copies placed on the District's website, submitted to the president of the Union and emailed to each bargaining unit member using a bargaining unit email distribution list.
B. Employees shall have thirty (30) calendar days after submitting the list to the union president to raise objections to their seniority rating. The objection must be made in writing to Human Resources.
C. Any employee failing to protest their seniority as shown on such list within the thirty (30) day period shall be considered to have confirmed their seniority as listed.

Section 4 – Layoffs/Re-employment

A. Layoffs shall be governed in accordance with the Civil Service Regulations of Independent School District No. 709, as the same may now exist or hereafter be adopted, amended, repealed or otherwise charged.

ARTICLE 22

Bus Drivers

Section 1 – Lunch Period

A. A full-time bus driver's lunch schedule is to be scheduled to begin not earlier than 10:30 a.m. and is to end not later than 1:30 p.m. during the scheduled work day of the employee.
B. Any such employee missing his one-half (1/2) hour lunch shall be paid overtime for the time scheduled during his lunch period.
C. In any scheduling which would deprive the employee of over five (5) minutes of his lunchtime, they shall be compensated for a full one-half (1/2) hour.

Section 2 – Route Bidding

Subdivision 1 – Definition of Routes:

A. Regularly scheduled routes shall consist of morning and afternoon regular and special education runs, noon kindergarten runs, secondary technical shuttle runs and after school activity routes, utility runs or a combination thereof.
B. Extra runs shall consist of work experience, irregular special education runs that fall between the beginning and end of the regular school day, extra curricular trips, field trips and any other run not included in A.

Subdivision II – Section Routes:

A. Prior to the beginning of each school year, drivers shall be provided an opportunity to select regularly scheduled routes available to them by classification seniority.
B. Extra runs shall be assigned to drivers by a combination of: classification seniority, availability of schedule, geographic location and pupil accessibility.
C. If a driver's regularly scheduled route time changes by more than twenty percent (20%) of the original posted time, a driver may bump into a route held by a driver with lower seniority. The following procedure shall be followed in re-selection:
    1. A driver who believes their route has changed by the required amount shall petition in writing, within ten (10) days of the time the driver knew or should have known of the change, to a transportation supervisor that their route be reviewed for determination if the driver can use their seniority to bump into another route.
    2. The transportation supervisor shall within ten (10) days inform the driver that they may bump into a route. The driver shall have ten (10) days to inform the transportation supervisor which route of a lower seniority driver they wish to bump into, starting one (1) week from the date of notification. If the transportation supervisor denies the request to bump into a route, the driver may follow the normal grievance procedures.
D. When a route becomes vacant, it shall be posted for five (5) business days for bidding by all drivers and will be awarded based on seniority.

Section 3 – Bus Driver II or Bus Helper who is assigned to work summer work will be entitled to and receive the same wage and benefits package that said employee received during the regular school year for the period of summer employment.

Section 4 – Bus Drivers and Bus Helpers are required to attend a professional development training scheduled in October and will be paid regular wages for attendance.

ARTICLE 23

Hazardous Pay

Section 1 – The following areas are to be considered as hazardous pay areas:

Flat roofs with no parapet walls
Tabled roofs, regardless of parapet walls (except Rockridge)
Steep roofs, regardless of parapet walls
All swing staging
All boson chair work
All scaffold work over thirty (30) feet
Articulated boom work over thirty (30) feet

All work in these areas shall be with the use of approved safety belts, properly tied off.

The words "Hazardous Pay" shall be on the time cards for the number of hours the individual worked in this area. These hours so indicated will have an additional $.25 per hour added to the regular hourly rate.

ARTICLE 24

Work Week

All employees within the bargaining unitmay be required to work a workweek other than Monday through Friday, and which may include Saturday and Sunday.

ARTICLE 26
Engineer Classifications

Section 1 – Engineers assigned to 0 – 180,000 square feet are classified as Engineer II, and as buildings qualify based on square footage specified in Section 6 of this Article.

Section 2 – Engineers assigned to 180,001 – 240,000 square feet are classified as Engineer III, and as buildings qualify based on square footage specified in Section 6 of this Article. (Note: HOCHS was previously assigned to this level and is grandfathered in.)

Section 3 – Engineers assigned to 240,001 – 340,000 square feet are classified as Engineer IV, and as buildings qualify based upon square footage as specified in Section 6 of this Article.

Section 4– The classification of existing buildings as of the 1989-1991 contract are grandfathered in according to their current statuses in classes I, II, III, and IV.

For all new buildings and additions, renovations or reductions, completed after July 1, 2004, the size for purposes of classification shall be determined utilizing the following definition:

A. The floor space shall be determined using computer aided measurements of the actual surface area of spaces that need to be accessed daily or almost daily such as classrooms, fan rooms, boiler rooms, gyms and hallways and excluding areas that are sporadically visited for maintenance purposes such as crawl spaces, pipe tunnels, ventilation ducts or air plenums and attics; provided however, that these sporadically visited areas, including roofs, will be counted in the actual surface area so long as the specific space in a particular building is mutually identified and agreed upon the District and the Union.
B. For the purposes of determining the classification of existing buildings as additions are constructed, if cumulative additions to an existing building add at least ten percent (10%) to the listed (July 1, 2004) floor

space, and cause the building to exceed the minimum limits of the next higher class, the building will be reclassified to the higher class upon being occupied by District staff and students.

C. Square footages for buildings as of December 19, 2017, are attached as Exhibit B.

ARTICLE 25

Union Dues

Eligibility for Union membership shall be established at the completion of thirty (30) calendar days of continuous employment. The Union membership list will be updated at that time.

The District shall provide the Union with a copy of each new employee's offer letter as soon as possible after the new employee accepts the offer of employment.

Upon receipt from the Union of signed written check off authorization card the School District shall deduct from each employee in the bargaining unit who is a member of the Union the monthly Union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. The District agrees to deduct and transmit political contributions, in the monthly amount specified, from the wages of those employees who voluntarily authorize such contributions, to the National Conference of Firemen & Oilers, District Local 32BJ/SEIU (Union). Forms for the purpose of such voluntary authorization will be provided by the Union. The monthly amounts specified must be in even dollar amounts and there must be at least five (5) employees who agree to participate. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

ARTICLE 26

Special Provisions Relating To Bus Helpers

Section 1 – The intent of this Article is to establish wages and conditions of employment that will allow the School District to employ and utilize a new classification of employees called "Bus Helper". The wages and conditions of employment applicable to the classification of "Bus Helper" shall be contained solely within this Article. Other benefits and conditions of employment contained in this Collective Bargaining Agreement shall apply unless otherwise noted or not compatible with part time employment.

Section 2 – Hours Of Work

A. Bus Helpers will be employed when school is in session and Bus Helpers are needed as determined by the administration.
B. The daily work schedule shall be determined by the administration.
   1) Split shifts may be assigned.
   2) All hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the normal rate.
   3) Hours of work may vary in accordance with the needs of the Transportation Department as determined by the administration.
   4) Bus Helpers shall have a minimum work day of five hours, unless after hire, the employee requests less than a five-hour work day.

Section 3 – Vacation, Holidays, Sick Leave

A. ***Vacation*** – Employees will be granted and utilize prorated vacation based on the schedule found in Article 13. Vacations are to be scheduled between September 1 and June 30 and according to the needs of the District. Vacations earned by July 1 must be used by the following June 30.***Holidays*** – Bus Helpers who have been employed at least thirty (30) calendar days shall receive prorated the same holidays as those outlined in Article 12, but only if they work the scheduled day before and the scheduled day after the holiday.

B. ***Sick Leave*** – Employees shall be granted sick leave according to the provisions of Articles 13 and 18 on a prorated basis. Sick leave shall not be payable during periods when work is not scheduled.
C. For purposes of prorating holidays, sick leave and vacation, employees working thirty-five (35) or more hours per week shall be not be prorated.

Section 4 – On The Job Injury – In the event of an on-the-job injury to an employee subject to this Article, the School District will pay the salary for the first three (3) days of lost time, if not otherwise paid by application of Worker's Compensation laws.

Section 5 – Bus Helpers Employed as Temporary Summer Custodians - Bus Helpers who are employed as Temporary Summer Custodians shall:

1) Receive the Step C wage of the Custodian I classification;
2) receive July 4 as a paid holiday if on District paid status for the work days immediately preceding and immediately following holiday;
3) be permitted to use accrued sick leave if unable to work as a temporary summer custodian due to illness.

Bus Helpers shall not accrue District and/or classification seniority or time off (vacation, sick, etc.) for hours worked as Temporary Summer Custodians.

Section 6 – This Article contains the full and complete understanding of the parties for the classification of Bus Helper.

It is specifically understood that Article 2, paragraph G, concerning subcontracting of work shall not apply to the classification of Bus Helper.

With respect to matters not covered by this Article, which are proper subjects for negotiation, it shall be presumed that said matters were intentionally omitted from this Article and are not subject to further negotiation during the term of this Agreement. The parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Article was agreed to.

ARTICLE 27

Special Provisions Relating To School Bus Driver II

Section 1 – The intent of this Article is to establish wages and conditions of employment that will allow the School District to employ and utilize a new classification of employees called "School Bus Driver II". The wages and conditions of employment applicable to the classification of "School Bus Driver II" shall be contained solely within this Article. Other benefits and conditions of employment contained in this Collective Bargaining Agreement shall apply unless otherwise noted or not compatible with part time employment.

Section 2 – Hours Of Work

A. School Bus Driver II's will be employed when school is in session and are needed as determined by the administration.
B. The daily work schedule shall be determined by the administration.
   1) Split shifts may be assigned.
   2) All hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the normal rate.
   3) Hours of work may vary in accordance with the needs of the Transportation Department as determined by the administration.
   4) Bus Driver II's shall have a minimum work day of five hours, unless after hire, the employee requests less than a 5-hour work day.

Section 3 – Vacation, Holidays, Sick Leave

A. ***Vacation*** – Employees will be granted and utilize prorated vacation based on the schedule found in Article 13. Vacations are to be scheduled between September 1 and June 30 and according to the needs of the District. Vacations earned by July 1 must be used by the following June 30.

B. ***Holidays*** – Employees who have been employed at least thirty (30) calendar days shall receive prorated the same holidays as those outlined in Article 12, but only if they work the scheduled day before and the scheduled day after the holiday.
C. ***Sick Leave*** – Employees shall be granted sick leave according to the provisions of Articles 13 and 18 on a prorated basis. Sick leave shall not be payable during periods when work is not scheduled.
D. For purposes of prorating holidays, sick leave and vacation, employees working thirty-five (35) or more hours per week shall not be prorated.

Section 4 – On The Job Injury – In the event of an on-the-job injury to an employee subject to this Article, the School District will pay the salary for the first three (3) days of lost time, if not otherwise paid by application of Worker's Compensation laws.

Section 5 – Bus Driver IIs Employed as Temporary Summer Custodians - Bus Driver IIs who are employed as Temporary Summer Custodians shall:

1) Receive the Step C wage of the Custodian I classification;
2) receive July 4 as a paid holiday if on District paid status for the work days immediately preceding and immediately following holiday;
3) be permitted to use accrued sick leave if unable to work as a temporary summer custodian due to illness.

Bus Helpers shall not accrue District and/or classification seniority or time off (vacation, sick, etc.) for hours worked as Temporary Summer Custodians.

Section 5 – This Article contains the full and complete understanding of the parties for the classification of School Bus Driver II.

It is specifically understood that Article 2, paragraph G, concerning sub-contracting of work shall not apply to the classification of School Bus Driver II.

With respect to matters not covered by this Article, which are proper subjects for negotiation, it shall be presumed that said matters were intentionally omitted from this Article and are not subject to further negotiation during the term of this Agreement. The parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Article was agreed to.

ARTICLE 28

Definition

Where the term employee is used herein, shall mean a maintenance and operations personnel of the School District within the positions and classifications included in Schedules "A", "B" and "C" attached hereto and made a part of this Agreement, except part-time employees whose service does not exceed fourteen (14) hours per week or employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

ARTICLE29

Matters Not Covered

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

ARTICLE 30

Validity Or Conformity To Law Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

ARTICLE 31

Savings Clause

In the event that any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination, all other provisions of this Agreement shall continue in effect.

ARTICLE 32

General Provisions

Section 1 – Resignations

A. Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to their leaving on shorter notice.
B. Any employee who has resigned after giving proper notice may, within thirty (30) calendar days after termination of employment, and with the consent of the Board and appointing authority, withdraw their resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, they may, upon written request to the appointing authority, have their name placed on the reemployment list for a position.
C. ***In Accordance With Civil Service Rule 18.4, Resignation May Be Presumed in Certain Cases:*** Any employee who is absent from duty for three (3) consecutive business days without securing leave from their supervisor or without notifying him/her of the reason for their absence and the time when they expects to return, or fails to notify the appointing authority of their readiness to resume their duties within five (5) business days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

Section 2 – School Related Injuries – An employee in the first six (6) months of employment who is injured in the course of carrying out duties and responsibilities as an employee of the Board shall be granted leave without loss of pay or benefits for a period not to exceed five (5) days.

Section 3 – Tort/Liability Protection – The School District will, subject to the provisions of state statute, defend, hold harmless, and indemnify Unit employees from any and all demands, claims, suits, actions, and legal proceedings brought against an employee in their individual capacity, or in their official capacity as an employee of the School District, provided the incident arose while the employee was acting within the scope of their employment and acting in good faith.

Section 4 – Personnel Files

A. An employee shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Administrative Offices and to submit for inclusion in the file written information in response to any such material.
B. Identification or written authorization shall be required before access is given to any file.
C. All materials received for inclusion in a personnel file shall be stamped with a date received for filing.
D. An employee shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the employee's signature.
E. Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name, and reason for inspection.
F. Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall it be used in a recommendation for personnel assignment.

Section 5 – Performance Evaluation – All evaluations of an employee shall be reviewed with the employee by the immediate supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that they have reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each employee so evaluated shall be informed.

Section 6 – Jury Duty

A. When an employee is selected for jury duty, upon prompt notification to their supervisor, they shall be released from their regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
B. While on jury duty an employee will be paid the regular rate of pay (excluding shift differential) of the job in which they were scheduled to work. However, their jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

Section 7 – Training – The parties agree that a committee made up of a total of six (6) members, three (3) appointed by administration and three (3) appointed by the Union, shall discuss the issue of in-service training for employees.

Section 8 – Video Security, Surveillance, Employee Confidentiality – Maintaining the health, welfare and safety of students, staff, and visitors while on school district property and the protection of taxpayer property are important functions of the school district. District administration and staff shall comply with School District policies 3188, 3188R, and 711.

ARTICLE 37

Term Of Agreement

This Agreement shall be effective July 1; 2021, except as otherwise provided herein, and shall remain in effect through June 30, 2024, and from year to year thereafter unless the Union or the School District shall give written notice to the other on or before April 1, 2024, or April 1 of each year thereafter, that such parties desire to meet and negotiate for the purpose of arriving at an agreement concerning conditions of employment for the following year.

It is agreed that along with said written notice such party shall give in writing, to the other party, the substance of changes and the language desired in the new Agreement, but the failure to include other changes and other language desired shall not prevent the party giving said notice to meet and negotiate with the other party for the purpose of arriving at an agreement as to all such other changes and other language desired which are not given or included with the written notice.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956.

Dated at Duluth, Minnesota this.

NATIONAL CONFERENCE OF FIREMEN AND OILERS, DISTRICT OF 32BJ, SEIU (NCFO DISTRICT) CHAPTER. 956

By: _____
President of the Union

By: _____
Chair of the Negotiation Committee for the Union

By: _____
International Representative for the Union

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chairperson of the School Board

By: _____
Clerk of the School Board

EXHIBIT B — Building Square Footage (Floor Area)

	building		date built	square feet
ENGINEER 4	**Denfeld High School**, 401 North 44th Avenue West		1926	158,667
	Addition - gymnasium, media center		1987	52,008
	Addition - classrooms		2010	99,958
	Addition - shop		2016	2,109
	Public School Stadium Building (locker rooms/toilets)		2001	4,607
	Public School Stadium Press Box		2001	434
	Public School Stadium Track and Field Storage Building (24'x30' garage)		2001	677
	Public School Stadium Concession Building		2001	266
	Public School Stadium Ticket Booths (2) 8' x 10'	318,842	2001	116
	East High School, 301 North 40th Avenue East		1956	110,732
	Addition - science classrooms		1992	5,503
	Addition - media center, classrooms		1994	5,728
	Addition - classroom (conversion to high school)		2010	161,288
	Baseball Field Press Box		2001	105
	Ordean Stadium Concession Building		2012	3,516
	Ordean Stadium Ticket Booth		2012	102
	Ordean Stadium Press Box		2012	328
	Ordean Stadium Field Storage Building	287,916	2012	614
	Lincoln Park Middle School, 3215 West 3rd Street		2012	188,933
	Pump House		2012	204
	Garfield	224,842	1949	35,705
ENGINEER 3	**Ordean East Middle School**, 2900 East 4th Street		1926	95,724
	Addition - music wing		1958	7,772
	Addition - gymnasium, shops, office, media center		1967	27,915
	Addition - gymnasium, food service		1987	47,749
	Addition - swimming pool (conversion to middle school)		2010	14,269
	Storage Building (athletic field)		1987	332
	Press Box (football/soccer field bleachers) moved from Ordean MS		2010	320
	Press Box (baseball field)		2012	139
	Garden Shed	194,337	2016	117
ENGINEER 2	**Lowell Elementary School**, 2000 Rice Lake Road		1960	10,354
	Addition - gymnasium		1962	4,055
	Addition - elementary school addition (new Lowell)	90,585	1993	76,176
	Laura MacArthur Elementary School, 720 North Central Avenue	88,145	2011	88,145
	Myers-Wilkins Elementary School, 1027 North 8th Avenue East		1918	37,164
	Addition - food service, media center		1982	5,557
	Addition - Classrooms (first floor)		1991	2,520
	Addition - Classrooms (second & third floor)		1993	5,144
	Addition - gymnasium, media center, classrooms	85,281	2013	34,896
	Piedmont Elementary School, 2827 Chambersburg Avenue	83,227	2011	83,227
	Lester Park Elementary School, 5300 Glenwood Avenue	76,776	2011	76,776
	District Services Center		2022	29,375
	Transportation Building		2022	30,029
	Facilities Building	75,404	2022	16,000
	Stowe Elementary School, 715 - 101st Avenue West		1992	72,149
	Addition - entrance (old Stowe demolished 1994)		1994	1,060
	Compost Building 20' x 24'	73,644	1996	435
	Congdon Park Elementary School, 3116 East Superior Street		1929	27,055
	Addition - classrooms, office		1964	4,952
	Addition - classrooms, food service, media center		1987	27,531
	Addition - gymnasium, classroom	70,799	2013	11,261
	Homecroft Elementary School, 4784 Howard Gnesen Road		1952	32,459
	Addition - bus garage (classrooms)		1956	2,158
	Addition - classrooms		1963	4,145
	Addition - media center		2005	2,753
	Addition - classrooms	**51,903**	2009	10,388
	Lakewood Elementary School, 5207 North Tischer Road		1992	46,274
	Pump House Building 12' x 16'	46,411	2008	137
	Rockridge Academy, 4849 Ivanhoe Street		1965	17,060
	Addition - classrooms	27,924	1992	10,864
			Total Square Feet	*1,847,241*

SCHEDULE A, B, C Effective 7/1/2021				
Pay Group	**Classification**	**STEP A Hour**	**STEP B Hour**	**STEP C Hour**
1	Bus Helper*	14.28	14.87	15.16
2	School Bus Driver II*	19.54	20.14	20.41
3	Custodian I	13.02	13.47	13.72
3a	Custodian II	13.17	13.62	13.87
3b	Custodian III	13.32	13.77	14.02
4	Stock Clerk	13.32	13.82	14.06
5	Bus Attendant Transportation Coder	17.53	18.03	18.25
5a	Second Shift Engineer I	17.40	17.89	18.11
7	Pool Custodian**	18.21	18.67	18.9
8	Utilityperson I	18.36	18.83	19.07
9	Fireperson I Storeroom Truck Driver	18.76	19.29	19.5
10	School Bus Driver Telecommunications & Video Production Facilitator	19.08	19.57	19.83
11	AV Production Technician Receiving & Distribution Clerk	19.58	20.37	20.61
12	Second Shift Enginer II	20.05	20.52	20.77
13	Assistant Printer Tune-up Mechanic	20.89	21.34	21.57
13a	Utilityperson II	22.42	22.89	23.16
14	Engineer I	22.66	23.16	23.39
15	Engineer II Storekeeper/AV Supplies & Equipment	23.91	24.38	24.65
16	Auto Mechanic Carpenter Draftsperson Electrician Graphic Designer Painter Pipe Fitter Welder Plumber Printer Operator Sheet Metal Person Storekeeper Systems Maintenance Technology Person	24.48	24.96	25.21
17	Engineer III Printer Operator Route Coordinator/Trainer	24.67	25.19	25.43
17a	Engineer III + pool	24.93	25.46	25.69
18	Heating/Ventilation & School Equipment Maintenance Mechanic Print Shop Coordinator/Printer	25.48	25.95	26.18
19	Engineer IV Master Electrician Master Plumber	25.61	26.09	26.32

* Pay Groups 1 and 2: Specifics on terms and conditions of employment for these classifications are contained in Articles 30 and 31.

Step A - Beginning rate
Step B - Effective at end of probationary period
Step C - Effective upon completion of eight (8) years full-time continuous service.

Employees who are promoted and have completed eight (8) years full-time continuous will be placed at Step C of the new classification during the probationary period. Wages shall be paid bi-weekly two (2) weeks behind pay schedule.

SCHEDULE A, B, C Effective 7/1/2022				
Pay Group	**Classification**	**STEP A Hour**	**STEP B Hour**	**STEP C Hour**
1	Bus Helper*	15.07	15.69	15.99
2	School Bus Driver II*	20.61	21.25	21.53
3	Custodian I	16.15	16.71	17.02
3a	Custodian II	16.30	16.86	17.17
3b	Custodian III	16.45	17.01	17.32
4	Stock Clerk	14.05	14.58	14.83
5	Bus Attendant Transportation Coder	18.49	19.02	19.25
5a	Second Shift Engineer I	18.36	18.87	19.11
7	Pool Custodian**	19.21	19.70	19.94
8	Utilityperson I	19.37	19.87	20.12
9	Fireperson I Storeroom Truck Driver	19.79	20.35	20.57
10	School Bus Driver Telecommunications & Video Production Facilitator	20.13	20.65	20.92
11	AV Production Technician Receiving & Distribution Clerk	20.66	21.49	21.74
12	Second Shift Engineer II	21.15	21.65	21.91
13	Assistant Printer Tune-up Mechanic	22.04	22.51	22.76
13a		23.66	24.16	24.43
14		23.91	24.43	24.68
15	Engineer II Storekeeper/AV Supplies & Equipment	25.33	25.83	26.12
16		25.83	26.33	26.60
17	Auto Mechanic Carpenter Draftsperson Electrician Graphic Designer Painter Pipe Fitter Welder Plumber Printer Operator Route Coordinator/Trainer Sheet Metal Person Storekeeper Systems Maintenance Technology Person Utilityperson II	26.03	26.58	26.83
17a	Engineer III	26.88	27.38	27.62
18	Heating/Ventilation & School Equipment Maintenance Mechanic Print Shop Coordinator/Printer	26.88	27.37	27.62
19	Engineer IV Master Electrician Master Plumber	27.02	27.52	27.77

SCHEDULE A, B, C Effective 7/1/2023				
Pay Group	**Classification**	**STEP A Hour**	**STEP B Hour**	**STEP C Hour**
1	Bus Helper*	15.40	16.04	16.35
2	School Bus Driver II*	21.08	21.73	22.02
3	Custodian I	16.52	17.09	17.40
3a	Custodian II	16.67	17.24	17.56
3b	Custodian III	16.82	17.39	17.71
4	Stock Clerk	14.37	14.91	15.17
5	Bus Attendant Transportation Coder	18.91	19.45	19.69
5a	Second Shift Engineer I	18.77	19.30	19.54
7	Pool Custodian**	19.64	20.14	20.39
8	Utilityperson I	19.81	20.31	20.57
9	Fireperson I Storeroom Truck Driver	20.24	20.81	21.04
10	School Bus Driver Telecommunications & Video Production Facilitator	20.58	21.11	21.39
11	AV Production Technician Receiving & Distribution Clerk	21.12	21.97	22.23
12	Second Shift Engineer II	21.63	22.14	22.41
13	Assistant Printer Tune-up Mechanic	22.53	23.02	23.27
13a		24.20	24.70	24.98
14		24.44	24.98	25.23
15	Engineer II Storekeeper/AV Supplies & Equipment	25.90	26.41	26.71
16		26.41	26.93	27.19
17	Auto Mechanic Carpenter Draftsperson Electrician Graphic Designer Painter Pipe Fitter Welder Plumber Printer Operator Route Coordinator/Trainer Sheet Metal Person Storekeeper Systems Maintenance Technology Person Utilityperson II	26.61	27.17	27.43
17a	Engineer III	26.89	27.46	27.71
18	Heating/Ventilation & School Equipment Maintenance Mechanic Print Shop Coordinator/Printer	27.49	27.99	28.24
19	Engineer IV	27.63	28.14	28.39
20	Master Electrician Master Plumber	28.25	28.78	29.03

Employees who have been employed full time for more than fifteen (15) continuous years in a permanent position of the classified service of the School District shall be eligible for a longevity award on the following basis:

A. $40.00 per month (.24 per hour) after fifteen (15) years of service;
B. $100.00 per month (.58 per hour) after twenty (20) years of service;
C. $160.00 per month (.92 per hour) after twenty-five (25) years of service;
D. $220.00 per month (1.27 per hour) after thirty (30) years of service;

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence. All time on leave of absence, except for military service and maternity, in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date.

MEMORANDUM OF UNDERSTANDING
Bus Helper, Temporary Wage Adjustment

The Duluth Local 32BJ SEIU, Chapter 956 of the National Conference of Firemen and Oilers, and Independent School District No. 709 ("District") agree to this Memorandum of Understanding.

1. The position recognized in this MOU is Bus Helper.
2. Due to the continued school year staffing shortage the parties recognize the critical response required to retain and attract these positions and ensure continuity of transportation for the students we serve.
3. The parties agree to temporary wage adjustment for the Bus Helper position and is effective from June 8, 2024 as follows:

    - Step A = $16.40
    - Step B = $17.04
    - Step C = $17.35

4. The parties agree that this agreement shall end when the parties have settled on the next collective bargaining agreement.
5. The parties agree that the temporary wage adjustment does not replace the wages in the collective bargaining agreement. The wages in the collective bargaining agreement shall be negotiated through the regular process of collective bargaining.
6. The parties agree that nothing in this Agreement may be deemed to establish a precedent or practice or to alter any existing precedent or practice raisins out of or relating to any collective bargaining agreement. No party may refer to this Agreement or submit it in any proceeding or case as evidence of a precedent or practice.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Theresa Sercombe

Dated: 7/15/2024

Duluth Local 32BJ SEIU Chapter 956

By:

Dated: 7-15-2024

Tonight we would like to recognize two of our very own.

First, I would like to recognize Board Member Alanna Oswald. Member Oswald will be recognized next month at the Minnesota School Board Association Leadership Conference for a person who has completed 300 or more hours of attendance at MSBA-sponsored meetings and activities. We want to thank Member Oswald for her leadership and commitment to our School Board.

Next, I would like to recognize Board Member Amber Sadowski. Member Sadowski joined our board just under a year ago and she has been an invaluable member of this board. I would like to recognize her for completing the Minnesota School Board Association Leadership Development Program. To complete this program, board members complete four workshops, which include training about the role of a school board member, school finance and management, working as a team and representing our community through policy and engagement. We want to thank Member Sadowski for leadership over the past year.