

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 28, 2023

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 - January 17, 2023 3

B. Approval of Action Items

1) Human Resources

a. HR Staffing Report 7

(1) Job Description for Third Party Billing Specialist/SPED
Forms Administrator 8

b. Other Action Items

2) Finance

a. Financial Report 12

b. Fundraisers 13

c. Bids, RFPs and Quotes

(1) BID #1316 - Network Infrastructure 14

d. Contracts, Change Orders, Leases

(1) Lease - Northwoods Rockridge 2022-2025 16

3) Items Brought Forward From the Monthly Committee of the Whole Meeting

4) Other

a. Diploma Requests 34

b. Field Trip Requests 43

c. Data Sharing Agreements

C. Approval of Policy Readings

1) First Readings

a. 521 Student Disability NonDiscrimination 47

b. 541 Gender Inclusion 49

2) Second Readings

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 - February 7, 2023 61

2) Policy Committee - February 7, 2023 68

3) Human Resources/Business Services Committee - February 14, 2023 83

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, January 17, 2023

Members Present

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

Others Present:

John Magas, Superintendent
Patty Paquette, Secretary

Student Representatives:

Elsa Priest

Absent:

Jill Lofald
Alanna Oswald
Lauryn Molitor
Destiny Williams
Joniya Metcalf

- Vice Chair Loeffler-Kemp called the Regular School Board meeting January 17, 2023 to order at 6:30 p.m.

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

M-Loeffler-Kemp, S-Durick Eder to add to the agenda under 13.D B-1-23-3946 2023 Legislative Platform. Upon a vote, the same was approved – 5-0.

School and Community Recognition

January 2023

Assistant Superintendent Bonds presented the School and Community Recognition.

Public Comments

January 2023

Sophie Spehar spoke to the school board regarding upcoming negotiations.

Catherine Nachbar spoke to the school board regarding DFT membership.

Frances Wittenberg spoke to the school board regarding classroom sizes at Lakewood.

Jody Peck spoke to the school board regarding appreciation for school board members.

Communications, Petitions, Etc.

January 2023

Vice Chair Loeffler-Kemp stated no communications were received.

Superintendent's Report

January 2023

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

- Introduction of Student Representatives
- MSBA State Conference
- Strategic Planning Update
- Legislative Updates
- Community and Schools Outreach Update

Monthly Committee of the Whole Report

January 2023

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

January 2023

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

Policy Committee Report

January 2023

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

General Board Committee Updates

January 2023

None

Consent Agenda
January 2023

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

Resolutions from Committee Reports
January 2023

B-1-23-3944- Acceptance of Donations to Duluth Public Schools

M-Kirby, S-Sandholm to approve B-1-23-3944 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – 5-0.

B-1-23-3945 Acceptance of Grant Awards to Duluth Public Schools

M-Sandholm, S-Kirby to approve B-1-23-3945 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – 5-0.

Special Resolutions/Other Action Items
January 2023

SP-1-23-3942 Resolution for School Board Members Attendance at Duluth and St. Louis County Days at the Capitol.

M-Durick Eder, S-Sadowski to approve SP-1-23-3942 Resolution for School Board Members Attendance at Duluth and St. Louis County Days at the Capitol. Upon a vote, the same was approved – 5-0.

SP-1-23-3943 Resolution for School Board Members Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop.

M-Sandholm, S-Durick Eder to approve the SP-1-23-3943 Resolution for School Board Members Attendance at Duluth and St. Louis County Days at the Capitol. Upon a vote, the same was approved – 5-0.

Approval of 2023-2024 School Year Calendar

M-Sandholm, S- Durick Eder to approve the 2023-2024 School Year Calendar. Upon a vote, the same was approved 5-0.

B-1-23-3946 2023 Legislative Platform

4 – Minutes of the Regular School Board Meeting
January 17, 2023

M-Loeffler-Kemp, S-Sandholm to approve B-1-23-3946 2023 Legislative Platform. Upon a vote the same was approved 5-0.

Other
January 2023

Consideration of Resolution B-1-23-3940 Approving the Continued Participation of Student School Board Representatives

M-Durick-Eder, S-Kirby to amend to add one alternate for each site. Upon a vote, the same was approved 5-0.

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

- Vice Chair Loeffler-Kemp adjourned the Regular School Board Meeting of January 17, 2023 at 8:00 p.m.

HUMAN RESOURCES ACTION ITEMS FOR: February 28, 2023

<u>CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
O'CONNOR, TYNA L	LTS SCHOOL NURSE/DW, (BA+45) STEP 8, D.ARNESON	03/09/2023
SIMON, HALLIE C	TEMP CO BAND TEACHER/ORDEAN EAST, (BA) STEP 2	01/26/2023
ZELINSKE, ABBY G	TEMP GRADE 3 TEACHER/CONGDON PARK, (MA) STEP 2, T. MEYER	01/25/2023
<u>CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BRUNS, CHRISTINA M	SPECIAL EDUCATION TEACHER/STOWE	01/04/2023 3/21/2023
PYKKONEN, HALEY E	SPECIAL EDUCATION TEACHER/DENFELD	12/12/2022 3/6/2023
<u>CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BALLAVANCE, ADAIR S	TEACHER/DENFELD HIGH SCHOOL	6/9/2023
BERGMAN, HELEN E	TEACHER/STOWE ES	06/09/2023
BORICH, SUSAN M	TEACHER/STOWE ELEMENTARY	06/09/2023
BOWKER, MICHELLE L	TEACHER/MYERS WILKINS ES	06/09/2023
EVERSON, TIMOTHY W	TEACHER/ORDEAN EAST MS	03/11/2023
IANNUCCI, TERESA L	LIFE SCIENCE TEACHER/LINCOLN PARK MS	06/09/2023
LOVOLD, MARY R	TEACHER/LINCOLN PARK MIDDLE SCHOOL	06/09/2023
MEYER, TAMARA A	TEACHER/CONGDON PARK ES	06/09/2023
MIKEL, SUSAN K	TEACHER/LESTER PARK	06/09/2023
NORMAN, NATHAN J	TEACHER/ORDEAN EAST MS	06/09/2023
NORMAN, SUSAN M	READING INTERVENTIONIST/CHESTER CREEK	06/09/2023
VANDERPORT, ERIN F	TEACHER/PIEDMONT ELEMENTARY	06/09/2023
ZIEGLER-HALL, DENISE C	TEACHER/CONGDON PARK ELEMENARY	06/09/2023
<u>CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KENOW, AMY J	PHY ED TEACHER/ORDEAN EAST MS	01/23/2023
<u>NON CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ECKWOOD, BRIGETTE N	INTEGRATION SPECIALIST/DENFELD, CLASS 1-A, STEP 1	01/09/2023
ERLITZ, SYDNEY J	NUTRITIONAL ASST/LAURA MACARTHUR, 17.5/38WKS. \$13.22/HR	01/24/2023
HARVEY, MAXIMILIAN R	SPEC ED PROG PARA/PIEDMONT, 31.25/38WKS, \$18.74/HR	01/24/2023
LEE, MARY F	SPEC ED BUILDING PARA/CHESTER CREEK, 31.25/38WKS, \$19.77/HR	01/20/2023
LESTER, REBECCA S	EEA CLERICAL LEVEL B/HR, 40/52WKS, \$20.81/HR	01/24/2023
MARCHAND, RENA M	SPEC ED STUDENT SPEC PARA/EAST, 22.5/38WKS, \$18.90/HR	01/24/2023
MYKHAILENKO, ALEVITYNA	SPEC ED PROG PARA/DENFELD, 22.5/38 WKS, \$17.77/HR	01/24/2023
NOVLAN, DANIEL A	SCHOOL CUSTODIAN/DENFELD, 40/52WKS, \$16.15/HR	01/09/2023
PERICH, JOSEPH M	EEA BENEFITS ASST/HR, 40/52WKS, \$21.11/HR	01/09/2023
PETERSON, JENNIFER M	BUILDING WIDE PARA/STOWE, 18.75/38WKS, \$17.77/HR	01/24/2023
SZAFLARSKI, ERICA E	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$16.68/HR	01/20/2023
WEIGEL, KELLIE L	EARLY CHILDHOOD SPEC ED PARA/BUILDING BLOCKS, 22.5/38WKS, \$18.89/HR	01/24/2023
<u>NON CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HOFFMAN, JANE D	Nutrition Services Assistant/Ordean East Middle School	01/27/2023
MORLANG, SHILO R	FIELD SERVICE TECH/SPECIAL SERVICES	02/08/2023
TORGERSEN, GERALDINE M	CHILD NUTRITION ASSISTANT/EAST HIGH SCHOOL	01/16/2023
WINTER, LAURA B	OJIBWE IMERSION PARA/LOWELL	01/20/2023
<u>NON CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, FRANKLIN P, IV	SPED PARA/EAST HS	01/30/2023 04/01/2023
HELQUIST, MELODIE T	REVISED END DATE FROM 1/4/23 to 6/9/23 SPEC ED PARAPROFESSIONAL/MERRITT C	08/29/2022 06/09/2023
HUNTER, TARI K	NUTRITION SERVICE ASSISTANT/HOMECROFT	03/21/2023 03/27/2023
<u>NON CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARROLL, MIKILIA C	BUSINESS SERVICES MARSS/UHG, PAY GROUP VI, STEP 5	1/9/2023
KASAPIDIS, JEREMY E	TRANSPORTATION MANAGER/TRANSPORTATION, PAY RANGE 8, STEP 1	1/9/2023
OLKER, CRYSTAL K	HEALTH SERVICES COORDINATOR/DW, PAY GROUP VIII, STEP 6	1/16/2023
<u>NON CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KESTI, SHAREN B	SPECIAL ED PARA/CHESTER CREEK ACADEMY	6/9/2023
LUOTO, KIMBERLY S	ENGINEER I/LESTER PARK	3/3/2023

Third Party Billing Specialist
SPED Forms Administrator

Title of Immediate Supervisor: Director of Special Services	Department: Special Services	FLSA Status: Exempt
Accountable For (Job Titles):		Non-Certified Business Division, Administrators' Association, Pay Class 2

General Summary or Purpose Of Job:

The Third Party Billing Specialist established and maintains Third Party Billing information, forms, processes and files for the purposes of receiving reimbursements for services received.

This position is responsible for providing SpEd forms administrative support; maintaining the Special Service Website; maintaining the Google Groups; providing support and maintaining the inventory of the assistive technology for student use. Employees are responsible for highly complex staff support duties, including managing highly sensitive confidential information.

Duty No.	Essential Duties: (These duties and frequencies are a representative sample; position assignments may vary)	Frequency
1.	<p>Establishes and maintains billing rates in conjunction with MDE/MDHS and the ISD-709 Staff.</p> <ul style="list-style-type: none"> • Creates and maintains special education forms in regards to Third Party Billing. • Identify and communicate with nurses on PCA training, PCA time logs, student time studies, and if needed communication with physicians. • Identify and communicate with Special Education service providers and assist with IEP service minutes and supporting documentation providing reminders and monitoring the frequency of billing. • Identify opportunities to expand and increase billing and revenue. 	25% daily
2.	<p>Performs clerical and record keeping functions that involve significant detail, attention to accuracy and precision in performing tasks in relation to Third Party Billing.</p> <ul style="list-style-type: none"> • Prepares and reviews documentation required for Third Party reimbursements <ul style="list-style-type: none"> ○ Verify MA eligibility of student on MN using MDHS website ○ Review IEP information for all MA eligible special education students to determine qualifying services. ○ Supports student file for Third Party Billing inclusive of a signed consent form and a copy of the IEP, eligibility status, time logs, trip logs, etc. ○ Creates and maintains eligibility lists for providers. - Research all denials, making changes and resubmitting when possible. • Prepares a variety of reports, documents and correspondence for the purpose of documenting activities, providing written reference and/or conveying information. 	25% daily

**Third Party Billing Specialist
SPED Forms Administrator**

3.	Processes documents and materials for the purpose of disseminating information, providing documentation delivering services for Third Party Billing Students.	20% daily
4.	Supports providers in understanding program policies/system procedures to support program compliance. <ul style="list-style-type: none"> MA billing support, processing, and communications 	10% daily
5.	Performs Auditing: <ul style="list-style-type: none"> SpEd Forms Audit List Excluded Provider List from MDE 	5% monthly
6.	Assists with functions as related to internal and external MA billing audits.	10% annually
7.	Responsible for Assistive Technology: <ul style="list-style-type: none"> Manage IEP and MA software including installation, setup of relational databases, maintenance and upgrades, and troubleshooting of the software with the assistance of the technology department when needed. Manage the special education equipment database and placement of technology throughout the district including the development and maintenance of a detailed database of equipment purchased with federal funds. Provide technical support to the Assistive Technology staff regarding <ul style="list-style-type: none"> specialized equipment in the AT library, the selection of items and development of processes when new equipment and software is acquired , installation of equipment and software with the assistance of the technology department when needed.to meet the assistive technology requirements of a student's IEP. 	10% annually
8.	Attend annual MA trainings, keep abreast of changes in regulations, assist with communication and enforcement for MA billing compliance with state policies and procedures <ul style="list-style-type: none"> Conducts mandatory training sessions and follow-up support for teachers, teaching assistants, transportation providers and service providers participating in the MA billing and documentation requirements. This may include travel to sites across the district. Create and present other special services training as needed. 	As required
9.	Other <ul style="list-style-type: none"> Assist the special education staff with other tasks as assigned including developing various word processing templates to include Assessments Criteria and Individual Health Plans Creates, updates, and maintains the department Google Groups Special Services Website Maintenance and Update 	5% annually
10.	Attend scheduled staff and in-service meetings.	As needed

Third Party Billing Specialist
SPED Forms Administrator

Minimum Qualifications: (necessary qualifications to gain entry into the job)

Education/Certification Requirement:

High School diploma or equivalent required.

High School diploma or equivalent required.

Minimum two (2) year college degree preferred. Related coursework preferred.

Experience with insurance claims or MA billing preferred

Experience in professional development/training preferred

Experience in school district setting preferred

Knowledge and Ability Requirements:

Requires knowledge of:

- Google and Google Suite programs
- Knowledge of data management
- Knowledge of office practices
- Proficiency in operating computer hardware and software applications
- Applicable state and federal rules, regulations, policies and procedures
- Ability to communicate to management and vendor personnel regarding technical issues

Skill Requirements:

Skilled in:

- Planning, organizing and setting work priorities and working independently without immediate supervision; consideration remote work
- Meeting predetermined deadlines and utilizing flexibility with work and priority shifts.
- Database development and maintenance
- General Clerical
- Ability to effectively analyze and solve a variety of problems in a professional manner.
- Ability to work under pressure and meet assigned deadline
- Excellent human relations skills and the ability to communicate, verbally and in writing effectively present a positive interaction with all stakeholders.
- Ability to maintain confidentiality in all aspects of the job.
- Ability to write technical documentation

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

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand			X	
Walk			X	
Sit			X	
Use hands dexterously (use fingers to handle, feel)				X
Reach with hands and arms			X	
Talk and hear				X
Lift & Carry: Up to 10 lbs.		X		
Up to 25 lbs.	X			
Up to 50 lbs.	X			

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 Duty Physical Work: Daily work is performed either sitting or standing for long periods of time while interacting in a cloud computing environment.

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

Job Classification History:

Draft February 17, 2022

**HR/BS Services Committee Monthly Fund Balance Report
Feb 14 2023 Committee Meeting**

Feb 14 2023 Board Meeting

2.8.23

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 22 -23	July - Sept	July -Sept	July -Sept	July -Sept	July -Sept	July -Sept
General	1	\$ 107,743,537.86	\$	111,750,785.97	\$	52,333,247.40			\$	59,417,538.57
Food Service	2	\$ 3,985,000.00	\$	3,985,000.00	\$	1,857,200.60	\$	49.20	\$	2,127,848.60
Transportation	3	\$ 5,900,000.00	\$	5,900,000.00	\$	1,657,862.78			\$	4,242,137.22
Community Ed	4	\$ 8,114,000.00	\$	8,394,340.14	\$	5,012,513.79			\$	3,381,826.35
Operating Captial	5	\$ 5,462,130.31	\$	5,462,130.31	\$	513,240.88	\$	-	\$	4,948,889.43
Building Construction	6	\$ -	\$	-	\$	-			\$	-
Debt Service Fund	7	\$ 22,979,390.64	\$	22,979,390.64	\$	2,199,749.34			\$	20,779,641.30
Trust Fund	8	\$ 258,575.00	\$	258,575.00	\$	-			\$	258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$	917,000.00	\$	512,326.92	\$	-	\$	404,673.08
Student Acitivity	79	\$ 236,006.00	\$	236,006.00	\$	157,203.78			\$	78,802.22
REVENUE	TOTALS:	\$ 155,595,639.81	\$	159,883,228.06	\$	64,243,345.49	\$ -	\$ 49.20	\$ -	\$ 95,639,931.77

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 22-23	July - Sept	July -Sept	July -Sept	July -Sept	July -Sept	July -Sept
General	1	\$ 104,358,876.11	\$	112,739,733.67	\$	59,146,763.17	\$	2,398,187.76	\$	51,194,782.74
Food Service	2	\$ 4,427,346.56	\$	4,427,346.56	\$	2,120,171.72	\$	1,036,704.20	\$	1,270,470.64
Transportation	3	\$ 6,176,300.00	\$	6,176,300.00	\$	4,147,767.48	\$	681,287.19	\$	1,347,245.33
Community Ed	4	\$ 8,658,980.50	\$	8,937,520.64	\$	4,053,644.05	\$	21,936.88	\$	4,861,939.71
Operating Captial	5	\$ 8,394,018.57	\$	8,394,018.57	\$	3,462,029.80	\$	1,252,563.43	\$	3,679,425.34
Building Construction	6	\$ -	\$	-	\$	21,472,543.00	\$	13,094,566.14	\$	7,620,835.98
Debt Service Fund	7	\$ 24,691,484.56	\$	24,691,484.56	\$	24,320,008.81	\$	2,153,165.55	\$	(1,781,689.80)
Trust Fund	8	\$ 250,000.00	\$	250,000.00	\$	-			\$	250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$	924,000.00	\$	481,985.40	\$	100,452.91	\$	341,561.69
Student Acitivity	79	\$ 414,040.00	\$	432,775.81	\$	87,768.19	\$	686.39	\$	344,321.23
EXPENSE	TOTALS	\$ 158,295,046.30	\$	188,445,722.81	\$	110,914,704.76	\$ -	\$ 8,402,125.19	\$ -	\$ 69,128,892.86

Fin 160 ESSER III

Expenses

Program 030 Admin	\$ 40,650.00
Program 108 Tech	\$ 1,964,289.51
Program 203 Elem	\$ 1,106,557.15
Program 211 Secondary	\$ 865,432.59
Program 805 Operations	\$ 86,592.41
Program 740 Pupil Engage	\$ 2,859.39
	<u>\$ 4,066,381.05</u>

Fund 06 Build construction: Program 870

debt serv payment/prof serv course 000/000	\$ 940,557.61
admin owner pymnt course 800	\$ 7,947.27
admin design serv course 801	\$ 97,659.64
admin constru mngmt course 802	\$ 122,699.33
admin commissions course 803	\$ 20,266.48
interior surf constr costs course 804	\$ 12,214,304.65
admin site services 805	\$ 174,565.76
long term lease 806	\$ 825.00
	<u>\$ 13,578,825.74</u>

Expenses

Ex Curricular

Fund 01

Program 298	Revenue	\$ 233,442.38
Program 298	Expense	\$ 247,281.15

**Fundraisers Reported
January 2023**

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
Lester Park ES	5th Grade	\$300.00	Pizza Luce Fundraiser
Lester Park ES	5th Grade	\$700.00	Bent Paddle Fundraiser

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-1316 Network Infrastructure**

Date: February 8, 2023

Bids for Network Infrastructure equipment were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT	\$1,390,161.82
CYTRANET – DID NOT MEET BID SPECIFICATIONS	

The Technology Department (Bart Smith, Nickolas Stevermer and Daniel Litwin) and the Purchasing Department (Cathy Holman) reviewed the bid.

Bart Smith, Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by CDW Government in the amount of **\$1,390,161.82**.

Bart Smith will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Program: Technology

Fund Custodian: Bart Smith/Technology

E-RATE PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC

Duluth School District #709

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and entered into effective as of July 1, 2022 and between the INDEPENDENT SCHOOL DISTRICT #709, a public corporation under the laws of Minnesota ("**Landlord**") and NORTHWOOD CHILDREN'S SERVICES, a Minnesota non-profit corporation ("**Tenant**").

RECITALS

A. Landlord is the owner of the land, building ("**Building**") and improvements located at 4849 Ivanhoe Street in Duluth, Minnesota and commonly known as "**Rockridge Academy**".

B. Tenant provides holistic and professional care, education, and treatment for children with severe emotional, behavioral, and learning disabilities. (the "**Programs**").

C. Landlord is the local school district and provides education to eligible students residing within its boundaries.

D. Landlord will provide educational services for youth participating in Tenant's programs at Rockridge Academy.

E. Tenant desires to lease space within the Building to provide related services to the youth participating in the Programs.

AGREEMENT

Now therefore, it is agreed by and between the parties hereto as follows:

DATA SHEET

(The provisions set forth in this Data Sheet are supplemented in the General Terms portion of this Lease.)

1. Leased Premises. The Premises is located within the Building and includes the following spaces:

1. Room 115
2. Room 115A
3. Room 116A
4. Room 116C

5. Room 116D
6. Room 116F
7. Room 118
8. Room 119
9. Room 123
10. Room 123A
11. Room 123B
12. Room 123C
13. Room 123D
14. Room 123E
15. Room 123F
16. Room 123G
17. Room 123H
18. Room 124
19. Room 125
20. Room 128

(the "**Leased Premises**"). The Leased Premises includes approximately 3,345 square feet of space. The Leased Premises is depicted on **Exhibit A** attached hereto. In addition to the Leased Premises, Tenant may also use the common areas depicted on Exhibit A including, without limitation, the men's and women's bathrooms, the common corridors, the vestibules, the recycling room (Room 101), the gymnasium (Room 105), the faculty room (Room 114A), the meeting room (Room 113), the technical closet (Room 125A), the work room (Room 117A), and the parking areas, driveways, walkways and grounds (collectively, the "**Common Areas**") in conjunction with Tenant's use of the Leased Premises. Tenant must confirm with Landlord that these areas are not occupied before requesting use.

2. **Improvements By Landlord.** Landlord is not required to make any improvements to the Leased Premises.

3. **Term.** The Term of this Lease shall be three (3) years commencing on July 1, 2022 and ending on June 30, 2025.

4. **Rental Rate.** Annual rent is \$23,415 and is due in monthly installments on the first day of each month in the amount of \$1,951.25 each; the foregoing rental rate is inclusive of all utilities - heating, electrical service, water and garbage - and was calculated upon a rate of \$7.00 per square foot and an agreed upon square footage of 3,345 square feet.

Annual rent is subject to adjustment (positive or negative) if the parties later determine that the number of square feet included in the Premises is more or less than 3,024.

Annual rent shall be increased (but never decreased) by multiplying the annual rent as of each anniversary dates of this Lease by the CPI-U percentage of which is the most recently published Consumer Price Index. As used in this Section, "Consumer Price Index" means the Consumer Price Index Minneapolis-St. Paul, for all urban consumers, all items (CPI-U) or, if that index is discontinued, a comparable index prepared by a governmental agency or a responsible periodical of recognized authority as reasonably selected by Landlord.

5. **Permitted Use.** The Leased Premises shall be used only to provide services to youth and families relating to the Programs (the "**Permitted Use**"). The Permitted Use does not include the use of the Leased Premises as a residence.

6. **Landlord Address.** ISD #709
4316 Rice Lake Rd
Duluth, MN 55811

7. **Tenant Address.** Northwood Children's Services
714 W College St
Duluth, MN 55811

8. **Hours of Operation.** Monday through Friday from 7:00 a.m. to 4:30 p.m.; provided, however, that the Building will not be open on holidays on which the Landlord's administrative offices are closed or on days or during hours when the Landlord has announced the closure of its schools or a delay in the opening of its schools. Use of the Leased Premises during other hours must be arranged by Tenant with Landlord in advance and will be subject to Landlord's established or typical building use fees.

9. **General Terms.** This Lease includes the General Terms which follow.

LANDLORD:

INDEPENDENT SCHOOL DISTRICT #709,
a public corporation under the laws of Minnesota

By: Simone Zurich 12/21/22
Name: Simone Zurich
Title: Exec. Dir. of Finance, Business Services

TENANT:

NORTHWOODCHILDREN'S SERVICES,
a Minnesota non-profit corporation

By: Larry M. Pajari
Name: Larry M. Pajari
Title: CEO

By: Eric W. Berg
Name: Eric W. Berg
Title: Board Chair

Lease Agreement

4

GENERAL TERMS

1.0 LEASED PREMISES & TERMS:

1.1 **LEASED PREMISES DEFINED:** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Leased Premises as that term is defined in the Data Sheet, together with the right to use in common with Landlord and other tenants in the Building, and its and their employees, agents, representatives and invitees, the Common Areas, to the extent necessary to accomplish Tenant's use of the Leased Premises. The use of all Common Areas is subject to reasonable control by Landlord.

1.2 **ACCEPTANCE OF LEASED PREMISES:** Tenant acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Landlord.

2.0 **RENT:** Rent shall be in the amount set forth in the Data Sheet. Monthly installments of rent to be paid in advance on the first day of each and every month to the order of Landlord and at the office set forth in the Data Sheet or at such other place as may from time to time be designated by the Landlord in writing. A prorated monthly installment shall be paid at the current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3.0 **USE:** The Leased Premises shall be used only for the purpose set forth in the Data Sheet. In addition, no part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefor, or which will interfere with the general safety, comfort and convenience of the Landlord and other Tenants of the Building. Except for the lunch and snack programs associated with the Permitted Use, there shall be no sale of food or beverages by any means without the prior written consent of Landlord. Tenant shall not permit intoxicating liquors to be kept or sold in the Leased Premises without the prior written consent of Landlord and then only in compliance with any rules and regulations which may from time to time be adopted by Landlord and any additional conditions Landlord may deem appropriate. Tenant shall not cause or permit any unusual, noxious or otherwise disturbing noise, vibrations, odors or nuisance in or about the Leased Premises. No smoking is allowed within the Building or in any of the Common Areas. Tenant shall obtain and maintain all licenses required for its use of the Leased Premises and it shall comply with all laws regarding its use of the Leased Premises. All use of the Playground must be properly supervised.

3.1 CONTINUOUS OPERATION OF BUSINESS: Tenant shall occupy the Leased Premises and continuously conduct and operate the Permitted Use. Tenant shall install and maintain at all times in the Leased Premises such fixtures, furnishings, fittings and equipment and provide and maintain adequate stocks of supplies and make reasonable efforts to employ or otherwise staff the Leased Premises in a manner adequate to appropriately carry out the Permitted Use at all times.

4. REPAIRS BY LANDLORD: Landlord shall, at its expense, maintain the Building (except for the Leased Premises), the Common Areas and the heating, plumbing, elevator and electrical systems located within the Building, in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by the act or negligence of Tenant or Tenant's employees, agents, representatives or invitees, or caused by Tenant's default hereunder. Tenant shall give Landlord prompt written notice of any defect or need for repairs that are Landlord's responsibility after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord shall also provide routine maintenance, including snow and ice removal, general lighting and janitorial service, for the Leased Premises and Common Areas of the Building. Without limitation to the generality of the foregoing, janitorial service shall include emptying wastebaskets daily and premises vacuuming on a weekly basis.

5. REPAIRS BY TENANT: Except as provided in Section 4, Tenant shall at its own cost and expense maintain the Leased Premises in good repair, reasonable wear and tear excepted, and shall permit no waste; provided, however, Landlord shall repair and pay for any damage caused by the act or negligence of Landlord or Landlord's employees, agents, representatives or invitees, or caused by Landlord's default hereunder. Tenant shall be responsible for the replacement of any glass broken by Tenant. Tenant will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Landlord, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for the maintenance and repair of any Tenant improvements or alterations.

6. ALTERATIONS BY LANDLORD: Tenant shall permit Landlord to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Landlord, may be deemed necessary or desirable for the Leased Premises, for any other space in the Building, or for the Building itself (including access to distribution systems above the ceiling of the Leased Premises). Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenants' business. Landlord shall provide Tenant reasonable advance written notice of any alterations, renovations, improvements, restorations, and/or repairs to the Leased Premises.

7. ALTERATIONS BY TENANT: Tenant shall not make any alterations of, additions to, or improvements to the Leased Premises without the prior written consent of Landlord. Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Tenant, or claimed to have been so furnished in connection with any work performed

or claimed to have been performed in, on or about the Leased Premises. All requests for the making of alterations of, or additions to, the Leased Premises will, among other things, be submitted to the Landlord. All alterations and additions must be made pursuant to written contracts and copies of the contracts and the waivers required herein must also be submitted for Landlord's written consent. On January 1st of each year, a list of all alterations, additions or improvements made by Tenant in the previous year and their costs must be provided to the Landlord. Alterations, additions or improvements made will, at Landlord's option, be considered to belong to the Landlord upon termination of this Lease.

At the termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations and additions erected by Tenant and restore the Leased Premises to its original condition; otherwise such improvements shall be delivered to the Landlord with the Leased Premises. All movable office furnishings and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises or the Building. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Landlord may dispose of the same as Landlord deems expedient.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall in all events have the right to prescribe the weight and position of any heavy equipment placed in or on the Leased Premises by Tenant. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Tenant in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Tenant at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Landlord, and all moving of Tenant's property (materials owned by Tenant) in or out of the Leased Premises shall be done only under the direct control and supervision of Landlord; provided, however, that Landlord shall not be responsible for any damage to, or charges for moving such property.

8. **SIGNS:** The Tenant shall not display, inscribe, print, maintain, or affix on any place in or about the Building or the Common Areas any sign, notice, legend, direction, figure or advertisement, that has not been approved by Landlord.

9. **ACCESS BY LANDLORD:** Landlord, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time when the Premises are not being currently used by Tenant, or upon reasonable advance notice at times when the Premises are being used by Tenant, for the purpose of ascertaining the condition thereof, or in order to make such repairs as may be required to be made by Landlord under the terms of this Lease, or as Landlord may deem necessary, or to make any other use of the Leased Premises (it again being understood that Tenant's use is not exclusive and is limited to certain periods of time during certain days of the week). The right of entry reserved shall not be deemed to impose any greater obligation on Landlord to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The

Landlord, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Landlord may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building. In situations not deemed to be emergencies by the Landlord, the Landlord shall make a good faith effort to provide Tenant with 24 hours' notice before entering the office space, and such notice shall be deemed reasonable. Landlord, its agents, and representatives shall also have the right to enter the Leased Premises to provide janitorial services and routine maintenance without providing notice. The parties acknowledge that the Leased Premises will contain client medical records, treatment plans demographic data, and other information that is protected health information (PHI) under federal law. Landlord will notify the Tenant immediately if an inspection or entry of the Leased Premises results in a release of PHI to any person not specifically authorized by the Tenant to receive it.

10. UTILITIES:

A. **HEAT:** Landlord shall furnish heat for normal purposes only, to provide, in Landlord's judgment, comfortable occupancy during the business hours listed in the Data Sheet, holidays excepted, at Landlord's expense. Tenant agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Tenant further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without Landlord's written consent. If Tenant uses excessive services or requests the use of services at times other than the operating hours listed above, Landlord reserves the right to charge for such services. The charge shall be payable as additional rent payable with the next monthly installment. Should Tenant fail to make payment upon demand by Landlord, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Landlord to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Landlord to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

B. **ELECTRICAL SERVICE:** Landlord shall maintain electrical facilities to provide sufficient power for lighting, computers and other machines of similar low electrical consumption, at Landlord's expense. It is understood that Landlord does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Landlord. Such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

C. **KEYS:** Landlord shall furnish Tenant with two (2) keys for each corridor door entering the Leased Premises, and additional keys ordered by Tenant at a charge by Landlord. All such keys shall remain the property of Landlord. No additional locks or lock changes shall be allowed on any door of the Leased Premises without Landlord's written permission, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all

keys to the Leased Premises, and give to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

D. **GARBAGE:** Landlord shall contract for and provide standard garbage service at Landlord's expense. Any garbage service beyond standard service required by Tenant shall be paid by Tenant as an additional rental.

E. **WATER:** Landlord shall provide water to the Leased Premises at Landlord's expense.

F. **WASTE:** Tenant shall not waste electricity, water, heat, or any other utility, and shall cooperate fully with Landlord to insure the most effective operation of the Building's heating, which shall include keeping all windows closed when heat is on and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Tenant's use.

G. **TEMPORARY INTERRUPTION OF SERVICES:** Except to the extent of Landlord's negligence or intentional misconduct that contributes to any of the following, Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control, or from any temporary failure or lack of services and Tenant shall indemnify Landlord and hold Landlord harmless from any claim or damage because of such inconvenience, loss, damage or injury. No temporary variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder. For purposes of this section 10.G, "temporary" shall mean a time period not to exceed seven (7) consecutive days.

11. **LOCK UP:** At the end of each day, Landlord's maintenance team is responsible for locking up the Leased Premises.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not have the right to assign this Lease, or to sublet the whole or any part of the Leased Premises without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Landlord's obligations hereunder, Landlord shall be relieved of any and all such obligations. Landlord shall give Tenant written notice of any assignment of its rights under this Lease.

13. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this

Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. Such notice shall state Landlord's intention to terminate this Lease not less than thirty (30) days after Tenant's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Landlord shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. The Landlord shall not be responsible to the Tenant for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Tenant in, on or about the Leased Premises regardless of the cause of the damage or destruction.

14. **SUBROGATION:** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

15. **INSURANCE:** Tenant shall, at its own cost and expense to carry public liability insurance protecting Landlord and Tenant in a combined single limit amount of not less than Two Million Dollars (\$2,000,000). All policies of insurance shall name both Landlord and Tenant as insured thereunder and shall protect the interests of Landlord. Certificates of said insurance, providing for not less than fifteen (15) days' notice to Landlord prior to cancellation thereof, shall be furnished to Landlord prior to Tenant taking possession of the Leased Premises and as required by Landlord. Notwithstanding any apparent limitation in this Section to the contrary, Tenant shall provide and maintain public liability insurance in form and amounts customarily carried by prudent operators of similar businesses, and as required, if at all, by any licensing authority regulating Tenant's use of the Leased Premises.

16. **INDEMNIFICATION:** During the term of the Agreement, Tenant will indemnify and save harmless Landlord against any and all claims, debts, demands or obligations which may be made against Landlord or against Landlord's title in the Land arising out of or in connection with any alleged act or omission of the Tenant or any person claiming under, by or through the Tenant; and, if it becomes necessary for Landlord to defend any action seeking to impose such liability, the Tenant will pay Landlord all costs of court and attorneys' fees incurred by the Tenant in effecting such defenses, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgement against Landlord in the litigation in which such claim is asserted.

During the term of the Agreement, Landlord will indemnify and save harmless Tenant against any and all claims, debts, demands or obligations which may be made against Tenant or against Tenant's title in the Land arising out of or in connection with any alleged act or omission of the Landlord or any person claiming under, by or through the Landlord; and, if it becomes necessary for Tenant to defend any action seeking to impose such liability, the Landlord will pay Tenant all costs of attorneys' fees incurred by the Landlord in effecting such defenses, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgement against Tenant in the litigation in which such claim is asserted.

17. RESPONSIBILITY FOR CHILDREN: With respect to damage to the Building or grounds requiring any maintenance, repair, or replacement, (i) all children receiving educational services shall be considered the invitees of the Landlord while they are within the Building or on the grounds (including the Common Areas) and not within the Leased Premises and (ii) all children receiving educational services shall be considered the invitees of the Tenant while they are within the Leased Premises (not including the Common Areas).

18. HAZARDOUS SUBSTANCES: As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic or other ill health effect and shall include petroleum and natural gas and the derivatives and synthetics thereof. Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Tenant, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary and customary to conduct the Permitted Uses of the Leased Premises. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Tenant shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Tenant hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Tenant and Tenant shall give prompt notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall defend, indemnify and hold Landlord and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Section. This provision shall survive the termination of this Lease.

19. HOLDING OVER: Should Tenant, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over. The monthly rent during such month-to-month tenancy shall be at one and one half (1

½) times the amount of the monthly rental for the last month of the term of this Lease prior to expiration.

20. **QUIET ENJOYMENT:** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be Events of Default by Tenant under this Lease after Tenant receives thirty (30) days written notice with right to cure:

a. Tenant shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder or the respective due date.

b. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

c. Tenant shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

d. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

e. Tenant shall desert or vacate any substantial portion of the Leased Premises.

f. Tenant shall fail to substantially comply with any term, provision or covenant of this Lease.

22. **DEFAULT:** Tenant hereby agrees that in case of an Event of Default, then, in any such event, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, at Landlord's option, Landlord may annul and cancel this Lease as to all future rights of Tenant. Tenant further agrees that in case of any such termination Tenant will indemnify the Landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Tenant, loss or diminution of rents and other damage which Landlord may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Landlord, with or without knowledge of breach, nor failure of Landlord to act on account of any breach hereof, or

to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one.

In the event Tenant fails to pay any installment of rent hereunder within ten (10) days of its due date then Tenant, if permitted by law, shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment. The provision for such late charge shall be in addition to all Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

23. **REAL ESTATE TAXES:** If, because of this Lease, any real estate taxes (or taxes in lieu of real-estate taxes) or other ad valorem taxes are imposed upon Landlord or Tenant or all or any portion of the Leased Premises, the Building or the Common Areas, Tenant will pay such taxes attributable to Tenant's use of the Leased Premises.

24. **SUBORDINATION OF LEASE:** The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Tenant's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Tenant is not in default hereunder. This Section is self-operative and no familiar instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord. Tenant at the option of any mortgagees, or the Landlord under any such ground lease or underlying lease, agrees to atom to such mortgagee or Landlord in the event of a foreclosure sale or deed in lieu thereof or termination by the Landlord of any such lease. Failure of the Tenant to execute any of the above instruments within fifteen (15) business days of written request so to do by Landlord, shall constitute a breach of this Lease and the Landlord may, at its option, cancel this Lease and terminate the Tenant's interest therein.

25. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or by Tenant to Landlord shall be deemed to be complied with, when and if, the following steps are taken:

a. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the parties hereto at the respective addresses set out in the Data Sheet, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

c. Any notice or document required or permitted to be delivered hereunder by Landlord to Tenant also shall be deemed to be delivered if and when delivered personally to Tenant at the Leased Premises.

26. **RULES AND REGULATIONS:** Tenant shall observe such rules and regulations which from time to time may be put in effect by Landlord for the general safety, comfort, and convenience of Landlord and the occupants of the Building.

27. **ESTOPPEL CERTIFICATE:** Tenant agrees, within ten (10) business days after request of Landlord, to deliver to Landlord, or Landlord's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Landlord is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

28. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted subtenants, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Tenant shall not be deemed waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord. Payment by Tenant of rents with knowledge of a breach of this Lease by Landlord shall not be deemed waiver of such breach, and Tenant shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Tenant.

d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content.

e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Landlord

and Tenant and shall not be modified or amended in any manner except by an instrument in writing executed by Landlord and Tenant.

f. Time is of the essence.

29. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Section or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord has the right to terminate this Lease on written notice to Tenant.

28. **RIGHT TO RENEGOTIATE LEASE:** If (1) the day treatment or residential programs operated by Tenant in Duluth, Minnesota are discontinued or (2) expanded, then Tenant may provide notice to Landlord that Tenant wishes to renegotiate this Lease and Landlord and Tenant shall meet and endeavor to come to agreement on amendments to this Lease.

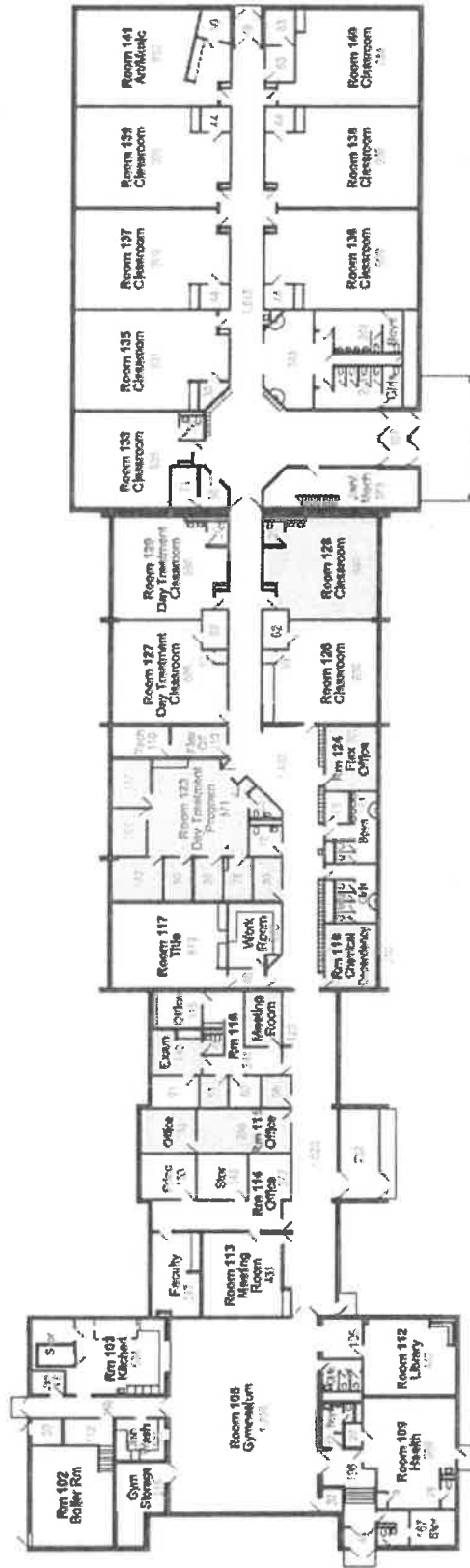
This Section 28 does not, however, require either Landlord or Tenant to agree to any amendment to this Lease. If Landlord and Tenant do not, within 120 days of Tenant's notice to Landlord, agree to make amendments to this Lease satisfactory to Tenant, then for the following 120 days, Tenant may terminate this Lease by providing written notice to Landlord.

Schedule 2

If none are listed, then "none".

EXHIBIT A

Northwoods (3,345 Total Sq.Ft.)



Rockridge Academy

January 19, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Mason M Knettel	Duluth Public Schools	1/19/2023

Please send diploma to Kathy Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical / Registrar
Area Learning Center

February 6, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Isaiah Sorenson	Duluth Public Schools	2/6/2023

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

January 30, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Steven DeVito	Duluth Public Schools	1/20/2023

Please send diploma to Kathy Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical / Registrar
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 1/31/2023

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

JayLynn Foster

1/31/2023

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 1/31/23

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Leonora Martinez

1/31/23

February 9, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Micheal James Knudsen	Duluth Public Schools	2/9/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Mary Suzanne Wantaja	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

February 14, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Sherridan Mae Leith	Duluth Public Schools	2/14/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 2/9/2023

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Rebecca Williams

2/9/2023

DISTRICT 709 FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: Recommended Name: Jan Tish
 Not Recommended Date: 1/25/23

Assistant Superintendent: Recommended Name: Anthony K...
 Not Recommended Date: 1/30/23

School Board: Approved Name: _____
 Not Approved Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: Denfeld Science Department
2. Contact Person (Responsible for Checklist Completion): Kevin Michalick
3. Field Trip Date(s): 4/27/23 - 4/29/23 Destination: Chicago, IL
4. Field Trip Overview (Include events, establishments and locations): Travel to Chicago to visit various museums, etc.
5. Field Trip Departure from School (Date and Time): 5:30 am 4/27/23
Field Trip Return to School (Date and Time): 10:00 pm 4/29/23
6. Objectives of Field Trip: Allow students to experience additional aspects of science.
7. Relationship to Curriculum or Student Learning: Demonstrate concepts in science such as Anthropology, Biology, Physics & Chemistry
8. Planned Follow-up Field Trip Activities: class discussion
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ 2925.50
Total Meals	\$ 200.00
Total Lodging	\$ 3227.28
Total Transportation	\$ 4840.00
<input type="checkbox"/> School District Vehicle(s)	
<input checked="" type="checkbox"/> Commercial Transportation Carrier ~ Name: <u>Minnesota Coaches</u>	
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	\$ - - -
Other: <u>Subs</u>	\$ 600.00
Total	\$ 11792.78

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations <u>Irving Community Club</u>		\$ 1050.00
Student Fees <u>350.00 x 32 students</u>		\$ 11,200.00
Total Additional Stipends:		\$
Total		\$ 12,250.00

11. Reviewed/Completed Request Checklist: Yes No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

DISTRICT 709 FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: Recommended Name: Jb W. Tuder
 Not Recommended Date: 1/11/23

Assistant Superintendent: Recommended Name: Anthony B...
 Not Recommended Date: 1/17/23

School Board: Approved Name: _____
 Not Approved Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: Denfeld EBD setting 3 classes
2. Contact Person (Responsible for Checklist Completion): Anna O'Neil
3. Field Trip Date(s): May 10-13 Destination: Wolf Ridge Environmental Learning
4. Field Trip Overview (Include events, establishments and locations): 3 day/2 night ~~center~~ center
immersive learning involving environmental, science, geology
physical education, social emotional learning.
5. Field Trip Departure from School (Date and Time): 5-10 9am
- Field Trip Return to School (Date and Time): 5-13 3³⁰ pm
6. Objectives of Field Trip: provide outdoor education in a variety of
disciplines to students within EBD setting III program to students
7. Relationship to Curriculum or Student Learning: who do not otherwise have resources
to access this type of experience.
8. Planned Follow-up Field Trip Activities: extended learning on each subject
covered during the experience. Social and transition
skills debriefing, Career exploration.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$1978.00
Total Meals	\$included
Total Lodging	\$included
Total Transportation	\$
<input checked="" type="checkbox"/> School District Vehicle(s) <u>School Van license pending</u>	
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____	
<input checked="" type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: <u>Anna O'Neil</u>	
Total Additional Stipends:	\$NA
Other:	\$
Total	\$1978.00

Revenues		
District Budget	Code: <u>01E005211101360</u>	\$1978.00
Booster Group	<u>205</u>	\$
Donations		\$
Student Fees		\$
Total Additional Stipends:		\$
Total		\$1978.00

11. Reviewed/Completed Request Checklist: Yes No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment; or
 - 3. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact:

Anthony Bonds, Assistant Superintendent
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability

discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: 42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 12-20-2016
Revised: 9-17-2019
10-20-2020

541 GENDER INCLUSION

STATEMENT OF SUPPORT

The students and staff of Duluth Public Schools deserve respectful and inclusive learning environments that value students' gender identity and gender expression. Duluth Public Schools ensures that all students have access to programming and facilities in which they feel comfortable, supported, and safe. This policy addresses the inequities some students, including intersex, transgender, two-spirit, gender nonconforming students and gender-questioning students, confront as they navigate a system designed using a gender binary model. These Guidelines do not and cannot anticipate every situation that may occur, as every student is unique. The support for each student must be assessed and addressed individually based upon the student's specific requests and needs.

These Guidelines are supported by District Policy:
102 Equal Education Opportunity,
413 Prohibiting Harassment and Violence,
514 Bullying Prohibition,
522 Title IX Student Sex Nondiscrimination,
526 Hazing Prohibition

I. DEFINITIONS

The definitions contained in these Guidelines are not intended to label students, but rather to assist in understanding these Guidelines and the legal obligations of district staff. It is recognized that students might or might not use these terms to describe themselves.

"Gender" refers to the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity.

"Gender Identity" is a person's deeply held sense or psychological knowledge of their own gender. A person's gender identity can be the same or different than the sex or gender assigned at birth.

"Sex Assigned at Birth" refers to the sex designation recorded on an infant's birth certificate should such a record be provided at birth.

"Gender Expression" refers to the manner in which a person represents or expresses that person's gender identity to others, often through behavior, clothing, hairstyles, activities, or mannerisms. Although transgender people typically seek to make their gender expression match their gender identity, rather than their sex assigned at birth, gender expression may or may not conform to a person's gender identity.

"Gender non-conforming" is an umbrella term that is used to describe individuals whose gender expression, gender identity, or gender role differs from gender norms associated with their sex assigned at birth. This term also includes people who identify outside of traditional gender categories or identify as both or several genders. Other terms that can have a similar meaning include "gender diverse," "gender expansive," "genderqueer," and "nonbinary."

"Transgender/Trans" describes people whose gender identity or expression is different from that traditionally associated with an assigned sex at birth. Transgender identity is not dependent on medical procedures or other physical changes.

"Transition" refers to the process in which transgender individuals begin asserting the sex that corresponds to their gender identity instead of the sex they were assigned at birth.

II. PRIVACY

All students have a right to privacy, including the right to keep private one's transgender or gender-non-conforming status at school. Transgender and gender-non-conforming students have the right to discuss and express their gender identity and expression openly and to decide when, how, and with whom to share private information, well as to determine what information will be shared.

Information about a student's transgender or gender-non-conforming status is classified as private data under state and federal law. School district personnel may only disclose a student's gender identity to other school district employees if they have a "need to know" the information in order to perform their job duties. The fact that a student chooses to disclose his or her transgender status to staff or other students does not authorize school staff to disclose such information about the student.

A school district employee may not confirm or otherwise disclose a student's transgender status to the parents of other students in the school or community members.

III. OFFICIAL SCHOOL RECORDS

The school district is required to maintain a mandatory and permanent student record ("official record") that includes a student's legal name and gender. The school district will change a student's official record to reflect a change in legal name or gender upon receipt of documentation that such change has been made pursuant to a court order or other official government action.

At the request of a transgender or gender non-conforming student in all grades, the District will use the student's preferred name, gender identity, and

preferred pronouns when referring to the student in education records. At the request of the parent of a transgender student in any grade, the district will use the student's preferred name, gender identity, and preferred pronouns when referring to the student in education records.

IV. STUDENT NAMES, PRONOUNS, AND GENDER MARKERS

At the student's request, a transgender student in all grades has the right to be referred to at school by a name and pronouns that align with their gender identity. At the parent's request, a transgender student in all grades has the right to be referred to at school by a name and pronouns that align with the student's gender identity. A court-ordered name change or official gender change is not required, and the parent or student is likewise not required to change the school's official records in order for the student to be addressed by the name and pronouns that correspond to the student's gender identity.

V. GENDER-SEGREGATED FACILITIES

All students shall have access to gendered facilities and school-sponsored programs that are consistent with the student's gender identity. This includes, but is not limited to, multi-stalled gendered restrooms, locker rooms, and school programs, trips, and athletic programs.

A. Restroom Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (*N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)*) students shall have access to the restroom that corresponds to their gender identity asserted at school:

1. Any student who has a need or desire for increased privacy, regardless of the student's gender identity or expression, and regardless of the underlying reason for the student's need or desire for increased privacy, should be provided access to a single-user restroom.
2. No student shall be required to use a single-user restroom because they are transgender or gender-non-conforming.
3. The District shall work with each transgender and gender-non-conforming student to determine which restrooms are most comfortable for the student.
4. In no case shall any student be required to use a restroom that conflicts with the student's gender identity.

B. Locker Room Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (*N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)*), the use of locker rooms by

transgender and gender-non-conforming students shall be assessed on an individualized basis with the goals of maximizing the student's social integration and equal opportunity to participate in physical education classes and sports and other school activities, ensuring the student's comfort, and minimizing stigmatization of the student.

1. Unless the student requests otherwise, transgender and gender-non-conforming students should have access to the locker room that corresponds to the student's gender identity asserted at school, like all other students.
2. Any student who has the need or desire for increased privacy, regardless of the student's gender identity or expression, and regardless of the underlying reason for the student's need or desire for increased privacy, should, if possible, be provided with a reasonable alternative changing area such as the use of a private area (e.g., a nearby restroom stall with a door, an area separated by a curtain, a physical education instructor's office in or near the locker room, or a nearby health office restroom), or with a separate changing schedule (e.g., using the locker room that corresponds to gender identity before or after other students).
3. Any alternative arrangement should be provided to protect the student's ability to keep the student's transgender or gender-non-conforming status confidential.
4. The District shall work with each gender-non-conforming student to determine which restrooms and locker room facilities are most comfortable for the student.
5. In no case shall a transgender student be required to use a locker room that conflicts with the student's gender identity.

VI. PHYSICAL EDUCATION AND HEALTH EDUCATION CLASSES AND INTRAMURAL SPORTS

All students shall be permitted to participate in physical education classes, health education classes, and intramural sports and activities in a manner consistent with their gender identity.

VII. SCHOOL TRIPS

All students shall be permitted to participate in all school trips in a manner that corresponds with their gender identity. In planning school trips, staff is expected to assess the student's needs in collaboration with the student and/or the student's parent(s)/guardian(s) and make reasonable efforts to provide an acceptable accommodation to the student. Accommodations will be discussed in advance of the trip on a case-by-case basis.

VIII. DRESS CODES

All students have the right to dress in a manner consistent with their gender identity or gender expression, at school and at school-sponsored functions such as dances, after-school activities, and graduation.

IX. INTERSCHOLASTIC COMPETITIVE SPORTS TEAMS/ACTIVITIES

All students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity and in compliance with the applicable regulations of the Minnesota State High School League (MSHSL).

X. OTHER GENDER-BASED ACTIVITIES, RULES, POLICIES AND PRACTICES

As a general matter, Duluth Public Schools will evaluate, on an ongoing basis, all gender-based activities, rules, policies, and practices, including but not limited to classroom activities, school ceremonies, yearbooks and school photos. Students will be permitted to participate in any such activities or conform to any such rule, guidelines, or practice consistent with their gender identity.

XI. DISCRIMINATION/HARASSMENT/BULLYING

It is the policy of the District to maintain a safe and supporting learning and educational environment that is free from harassment, intimidation, violence, and/or bullying and free from discrimination on account of gender, gender identity, and gender expression.

Complaints alleging discrimination or harassment based on a student's actual or perceived transgender status or gender non-conformity generally are to be handled in the same manner as sex discrimination, harassment or bullying complaints. For information about the types of conduct that constitute a violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413). For information about the types of conduct that constitute a violation of the school district's policy on bullying and the school district's procedures for addressing such complaints, refer to the school district's policy on bullying (Policy 514).

Legal References: Minn. Stat ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 121A.031 (Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.03, subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
20 U.S.C. § 1681 et seq. (Title IX)

20 U.S.C. § 1701 et seq. (Equal Educational Opportunities)

Cross References:

102 Equal Education Opportunity
413 Prohibiting Harassment and Violence
514 Bullying Prohibition
522 Title IX Student Sex Nondiscrimination
526 Hazing Prohibition
MSHSL Handbook
MSHSL ByLaws Duluth Public School District ISD #709

First Reading:

541 GENDER INCLUSION

STATEMENT OF SUPPORT

The students and staff of Duluth Public Schools deserve respectful and inclusive learning environments that value students' gender identity and gender expression. Duluth Public Schools ensures that all students have access to programming and facilities in which they feel comfortable, supported, and safe. This policy addresses the inequities some students, including intersex, transgender, two-spirit, gender nonconforming students and gender-questioning students, confront as they navigate a system designed using a gender binary model. These Guidelines do not and cannot anticipate every situation that may occur, as every student is unique. The support for each student must be assessed and addressed individually based upon the student's specific requests and needs.

These Guidelines are supported by District Policy:
102 Equal Education Opportunity,
413 Prohibiting Harassment and Violence,
514 Bullying Prohibition,
522 Title IX Student Sex Nondiscrimination,
526 Hazing Prohibition

I. DEFINITIONS

The definitions contained in these Guidelines are not intended to label students, but rather to assist in understanding these Guidelines and the legal obligations of district staff. It is recognized that students might or might not use these terms to describe themselves.

"*Gender*" refers to the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity.

"*Gender Identity*" is a person's deeply held sense or psychological knowledge of their own gender. A person's gender identity can be the same or different than the sex or gender assigned at birth.

"*Sex Assigned at Birth*" refers to the sex designation recorded on an infant's birth certificate should such a record be provided at birth.

"*Gender Expression*" refers to the manner in which a person represents or expresses that person's gender identity to others, often through behavior, clothing, hairstyles, activities, or mannerisms. Although transgender people typically seek to make their gender expression match their gender identity, rather than their sex assigned at birth, gender expression may or may not conform to a person's gender identity.

"Gender non-conforming" is an umbrella term that is used to describe individuals whose gender expression, gender identity, or gender role differs from gender norms associated with their sex assigned at birth. This term also includes people who identify outside of traditional gender categories or identify as both or several genders. Other terms that can have a similar meaning include "gender diverse," "gender expansive," "genderqueer," and "nonbinary."

"Transgender/Trans" describes people whose gender identity or expression is different from that traditionally associated with an assigned sex at birth. Transgender identity is not dependent on medical procedures or other physical changes.

"Transition" refers to the process in which transgender individuals begin asserting the sex that corresponds to their gender identity instead of the sex they were assigned at birth.

II. PRIVACY

All students have a right to privacy, including the right to keep private one's transgender or gender-non-conforming status at school. Transgender and gender-non-conforming students have the right to discuss and express their gender identity and expression openly and to decide when, how, and with whom to share private information, well as to determine what information will be shared.

Information about a student's transgender or gender-non-conforming status is classified as private data under state and federal law. School district personnel may only disclose a student's gender identity to other school district employees if they have a "need to know" the information in order to perform their job duties. The fact that a student chooses to disclose his or her transgender status to staff or other students does not authorize school staff to disclose such information about the student.

A school district employee may not confirm or otherwise disclose a student's transgender status to the parents of other students in the school or community members.

III. OFFICIAL SCHOOL RECORDS

The school district is required to maintain a mandatory and permanent student record ("official record") that includes a student's legal name and gender. The school district will change a student's official record to reflect a change in legal name or gender upon receipt of documentation that such change has been made pursuant to a court order or other official government action.

At the request of a transgender or gender-non-conforming student in all grades, the District will use the student's preferred name, gender identity, and

preferred pronouns when referring to the student in education records. At the request of the parent/guardian of a transgender and/or gender-non-conforming student in any grade, the district will use the student's preferred name, gender identity, and preferred pronouns when referring to the student in education records.

IV. STUDENT NAMES, PRONOUNS, AND GENDER MARKERS

At the student's and/or parent's/guardian's request, a transgender and/or gender-non-conforming student in all grades has the right to be referred to at school by a name and pronouns that align with their gender identity. At the parent's/guardian's request, a transgender student in all grades has the right to be referred to at school by a name and pronouns that align with the student's gender identity. A court-ordered name change or official gender change is not required, and the parent/guardian or student is likewise not required to change the school's official records in order for the student to be addressed by the name and pronouns that correspond to the student's gender identity.

V. GENDER-SEGREGATED FACILITIES

All students shall have access to gendered facilities and school-sponsored programs that are consistent with the student's gender identity. This includes, but is not limited to, multi-stalled gendered restrooms, locker rooms, and school programs, trips, and athletic programs.

A. Restroom Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (*N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)*) students shall have access to the restroom that corresponds to their gender identity asserted at school:

1. Any student who has a need or desire for increased privacy, regardless of the student's gender identity or expression, and regardless of the underlying reason for the student's need or desire for increased privacy, should be provided access to a single-user restroom.
2. No student shall be required to use a single-user restroom because they are transgender or gender-non-conforming.
3. The District shall work with each transgender and gender-non-conforming student to determine which restrooms are most comfortable for the student.
4. In no case shall any student be required to use a restroom that conflicts with the student's gender identity.

B. Locker Room Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (*N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)*), the use of locker rooms by transgender and gender-non-conforming students shall be assessed on an individualized basis with the goals of maximizing the student's social integration and equal opportunity to participate in physical education classes and sports and other school activities, ensuring the student's comfort, and minimizing stigmatization of the student.

1. Unless the student requests otherwise, transgender and gender-non-conforming students should have access to the locker room that corresponds to the student's gender identity asserted at school, like all other students.
2. Any student who has the need or desire for increased privacy, regardless of the student's gender identity or expression, and regardless of the underlying reason for the student's need or desire for increased privacy, should, if possible, be provided with a reasonable alternative changing area such as the use of a private area (e.g., a nearby restroom stall with a door, an area separated by a curtain, a physical education instructor's office in or near the locker room, or a nearby health office restroom), or with a separate changing schedule (e.g., using the locker room that corresponds to gender identity before or after other students).
3. Any alternative arrangement should be provided to protect the student's ability to keep the student's transgender or gender-non-conforming status confidential.
4. The District shall work with each gender-non-conforming student to determine which restrooms and locker room facilities are most comfortable for the student.
5. In no case shall a transgender student be required to use a locker room that conflicts with the student's gender identity.

VI. PHYSICAL EDUCATION AND HEALTH EDUCATION CLASSES AND INTRAMURAL SPORTS

All students shall be permitted to participate in physical education classes, health education classes, and intramural sports and activities in a manner consistent with their gender identity.

VII. SCHOOL TRIPS

All students shall be permitted to participate in all school trips in a manner that corresponds with their gender identity. In planning school trips, staff is expected to assess the student's needs in collaboration with the student and/or the student's parent(s)/guardian(s) and make reasonable efforts to provide an acceptable accommodation to the student. Accommodations will be discussed in advance of the trip on a case-by-case basis.

VIII. DRESS CODES

All students have the right to dress in a manner consistent with their gender identity or gender expression, at school and at school-sponsored functions. This includes, but is not limited to dances, after-school activities, and graduation.

IX. INTERSCHOLASTIC COMPETITIVE SPORTS TEAMS/ACTIVITIES

All students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity and in compliance with the applicable regulations of the Minnesota State High School League (MSHSL).

X. OTHER GENDER-BASED ACTIVITIES, RULES, POLICIES AND PRACTICES

As a general matter, Duluth Public Schools will evaluate, on an ongoing basis, all gender-based activities, rules, policies, and practices, including but not limited to classroom activities, school ceremonies, yearbooks and school photos. Students will be permitted to participate in any such activities or conform to any such rule, guidelines, or practice consistent with their gender identity.

XI. DISCRIMINATION/HARASSMENT/BULLYING

It is the policy of the District to maintain a safe and supporting learning and educational environment that is free from harassment, intimidation, violence, and/or bullying and free from discrimination on account of gender, gender identity, and gender expression.

Complaints alleging discrimination or harassment based on a student's actual or perceived transgender status or gender non-conformity generally are to be handled in the same manner as sex discrimination, harassment or bullying complaints. For information about the types of conduct that constitute a violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413). For information about the types of conduct that constitute a violation of the school district's policy on bullying and the school district's procedures for addressing such complaints, refer to the school district's policy on bullying (Policy 514).

Legal References: Minn. Stat ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 121A.031 (Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.03, subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
20 U.S.C. § 1681 et seq. (Title IX)
20 U.S.C. § 1701 et seq. (Equal Educational Opportunities)

Cross References:

102 Equal Education Opportunity
413 Prohibiting Harassment and Violence
514 Bullying Prohibition
522 Title IX Student Sex Nondiscrimination
526 Hazing Prohibition
MSHSL Handbook
MSHSL ByLaws Duluth Public School District ISD #709

First Reading:

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 7, 2023

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. Duluth Public Schools Counselors

Sarah Seglem and other Duluth Public School Counselors

2

C. Solar Panel Discussion

Simone Zurich, Executive Director of Finance and Business Services and Dave Spooner, Facilities Manager

D. COW Meeting Planning Discussion

Anthony Bonds, Assistant Superintendent

E. Other - None

4. **ADJOURN**

The School Counselor's Role in Multi-Tiered Systems of Support

School counselors directly intervene and indirectly support students across all MTSS tiers. They align comprehensive counseling programs within MTSS and are leaders of MTSS teams

Tier 1



Lead counseling programs & teach classroom lessons to promote positive school culture & reinforce school expectations



Examine data; conduct school-wide interventions & initiatives (SEL, universal screening)



Coordinate culturally responsive parent engagement and staff development

School counselors have expertise in academic, career & social/emotional domains, leading prevention and intervention efforts for ALL students in Tier 1

Tier 2



Examine MTSS data; conduct individual & small group academic, career, social/emotional interventions



Consult with teachers, parents, administrators



Assist in creating and implementing behavior plans (e.g., Check in/Check out)

School counselors collect data, advocate and collaborate, playing critical roles as interveners and supporters for SOME students in Tier 2

Tier 3



Provide short-term individual crisis support; consult with teachers



Serve as critical member of student services and problem solving teams



Assist in referral process to outside agencies

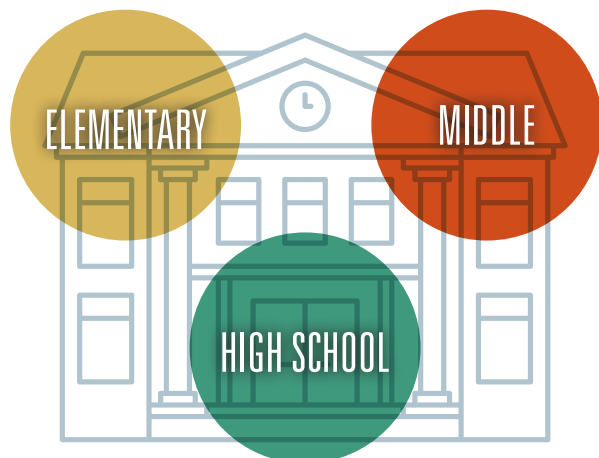
School counselors are collaborative members of problem solving teams, acting in the role of supporters for FEW students in Tier 3



WHO ARE SCHOOL COUNSELORS?

School counselors are certified/licensed educators who improve student success for all students by implementing a data-informed school counseling program.

EMPLOYED AT ALL LEVELS



Also employed in district supervisory positions; and school counselor education positions



SCHOOL COUNSELOR QUALIFICATIONS

- ▶ **Hold, at minimum, a master's degree in school counseling**
- ▶ **Meet the state certification/licensure standards**
- ▶ **Fulfill continuing education requirements**
- ▶ **Uphold ASCA ethical and professional standards**



AMERICAN
SCHOOL
COUNSELOR
ASSOCIATION

For more information, resources please visit www.schoolcounselor.org



SCHOOL COUNSELOR'S ROLE

School counselors play an essential role in creating an equitable, inclusive school culture promoting success for all.

- ▶ **Help all students:**
 - apply academic achievement strategies
 - manage emotions and apply interpersonal skills
 - plan for postsecondary options (higher education, military, work force)
- ▶ **Appropriate duties include providing:**
 - individual student academic planning and goal setting
 - school counseling classroom lessons based on student success standards
 - short-term counseling to students
 - referrals for long-term support
 - collaboration with families/teachers/administrators/community for student success
 - advocacy for students at individual education plan meetings and other student-focused meetings
 - data analysis to identify student issues, needs and challenges

IDEAL CASELOAD

250 students per school counselor





East High School Counselor Roles and Data

East High School Data 2022-23

Current Caseload Numbers 2022-2023:

1,637 Students

4.8 Counselors approx. 341 students per 1 Counselor

1.8 are ESSER funded

Minutes per Student/ Counselor by year: 51 minutes

ASCA recommends 250:1- See national data [here!](#)

East 2019-2020 pre-ESSR Funds

1513 Students

3 Counselors approx. 504 Students per 1 Counselor

Minutes per Student/Counselor by year: 23 minutes

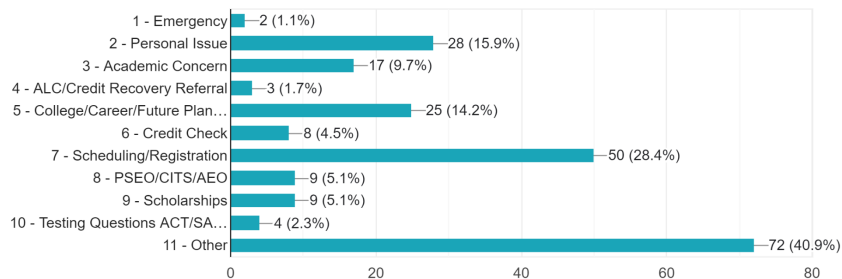
Average number of crisis or immediate walk-ins per week (nonscheduled appts)

35 walk-ins needing to be seen immediately per week in Counseling office

Scheduled Counselor Appointment Stats from 11/15/22-1/18/23

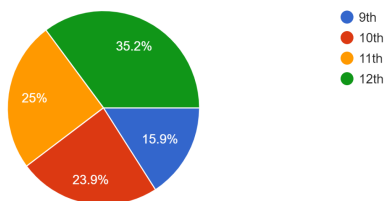
What is the reason for your appointment today? (check all that apply)

176 responses



What grade are you in?

176 responses





Snapshot of High School Counselor Roles and Duties

Personal/ Social

- Group counseling
- Friendship mediation
- Mental Health Counseling and referrals to outside agencies
- Substance abuse referrals
- Walk-in counseling and students with accommodations breaks
- Crisis and emergency intervention and follow-up
- Individual, personal and mental health meetings
- Teacher referrals for mental health concerns
- Group work- examples are Eating disorders and Anxiety

Academic

- Academic interventions and support for individual students
- Connect students and families with tutors
- Summer school and credit recovery enrollment
- Coordinate schoolwide course registration
- Enrollments of new students (approximately 80 per year)
- Continuous work with parents and seniors and students at risk of not graduating- follow-up with teachers, credit recovery enrollment and status, academic interventions and continuous meetings and communication
- Liaison and support for Check and Connect Mentors for escalated academic, personal or career planning needs
- Study tips and academic presentations
- Balance classes and schedule change requests at each semester
- AEO and online enrollment processes and all schedule change requests

College and Career

- Assist and advise on college and scholarship options and applications
- Send and write letters of recommendation and supplemental required college materials
- Coordinate and advertise college and career planning events and fairs
- PSEO advising and applications submission
- Post graduation planning
- Coordinate evening parent programming and workshops
- Liaison and support of Career Center and events
- Enroll and verify all college credits through the CITS program. There are 1,634 enrollments through four colleges during the 23-24 school year.

All Domains (Personal/Social, Academic and College and Career)

- Parent and guardian follow-up meetings, phone calls and emails
- Liaison between teachers and students/ families
- Individual meetings related to personal/ social, academic and college and career
- Grade level curriculum and meetings
- Classroom presentations
- Serves on various committees and meetings for the school, district, and statewide
- Testing administration and advising (ACT, PSAT, AP Exams, ASVAB and more)
- Collaboration with administration regarding student behaviors



East High School Counselor Testimonials

Student Voices and Testimonials

- View the video [here](#) or [https://tinyurl.com/EHSSStudentVideo!](https://tinyurl.com/EHSSStudentVideo) →



Parent Testimonials

- *"I want to tell you that my husband and I are so very grateful to you for your tremendous support to our family. We have been blessed to have you be the counselor for our three children. You were so supportive all last school year when we lost a dear friend of the family. Your support was invaluable during our grief. Anytime I have a question or concern regarding my children's education, I don't hesitate to reach out to you because you are approachable and respond promptly. This gives my children, my husband and I great peace of mind and support that is so very appreciated. Thank you for your outstanding work ethic and compassion, and for being a blessing to my family and !!"* Parent- Patricia Wiberg
- *"You're one of the very BEST school administrators/counselors I have had the privilege of working with! You rock girl."* Parent-Jake Alvar
- *"We first met the counselor when we sought her advice for our son's 4 year plan as an incoming freshman. Since then, she's helped us find solutions for various, sometimes challenging, academic issues. She's been an invaluable resource as she's guided us through the entire college planning process. She also welcomed our daughter to the High School and helped make her feel comfortable as an incoming freshman. She counseled and helped us find the right support for her anxiety issues with academics. She's been with us as we've problem-solved AND celebrated throughout the 4 years my kids have been at East. She's been an integral part of our experience at East*

My point isn't to simply describe the many ways in which the counselor does her job, even though that alone deserves recognition! But rather, to point out that she does it all in an Extraordinary way! She approaches her job with Superhero Energy, Expertise, and Enthusiasm. I have met few people, anywhere in my life, that have constantly gone above and beyond what is asked or expected. She is tireless, she is a wealth of information, and she is an invaluable asset to your staff and student body. She's been like our own personal magic genie, sometimes even a lifeline. And I know that she gives her "all" to every single one of her students and families. There has been no issue, big or small, that she can't address or find a solution for. She is a fundamental reason our collective High School experience has been so incredibly possessive and outstanding. That is not an overstatement. She is a standout person and she absolutely helped define and shape our High School experience.

As we near our son's final few months of being at East, and as we continue to navigate our daughter's upcoming junior and senior years, I felt I needed to let you know what a fantastically special person you have and what a tremendous job she is doing, day in and day out. I know everyone is working hard, especially this year, and you have many great staff. But I'd like to bring your attention to someone who is truly remarkable at her job. This counselor is one of a kind and a quintessential hero in her corner. I think it's important for you to know what a wonderful person you have, working so hard on your behalf- tirelessly, expertly, compassionately. We are all so incredibly grateful to have had this counselor as our champion and guide, and we hope you appreciate her as much as we do." Parent Jennifer Burns



Family Testimonials

- *“As a former High School Counselor, a parent of two high school students and someone who has worked closely with the East Counselors as a Career Center Coordinator and volunteer, I would like to advocate for their staffing to remain the same or increased to best serve our students. I have seen first hand that they work tirelessly in the interest of students' academic, social and emotional well-being. This past year, they have been formative as the trusted point people to help my daughter in a crisis one moment, while lifting her up to their greatest potential through leadership roles, SOS (Sources of Strength), scholarships, class management and college exploration the next. They wear a multitude of hats and have a breadth of knowledge for students on their unique path - not to mention for parents, staff and community connections.*

The ASCA (American School Counselor Association) recommends a 250:1 ratio of students to school counselors. The national average for grades 9-12 ranges from 204:1 to 243.1 <https://www.schoolcounselor.org/About-School-Counseling/School-Counselor-Roles-Ratios> Currently, even with the temporary extra 1.8 FTE, East High School is 340:1. When caseloads are low, counselors have more time to get to know their students/families and facilitate their growing needs, including the mounting duties and paperwork to see this through. Dually, we have a better chance of retaining our wonderful counselors due to a more positive and supported work environment; this reduces the time it takes for system training and meeting their students, again. Counselor caseloads matter. Our counselors matter. Our students matter. Thank you for making this a matter of priority within the Duluth Public Schools for our community - now and in the future. Kind regards, Anya Powell & Norah (12th grade)”

- *“Your role in our experience at East High School has been one of necessity for the success and wellness of our son through his high school years. Especially through the years of the pandemic, but even more important, the months and years following as students put their lives back together. The emotional effects of Covid will be showing up in our community and schools for years to come. Which is why your presence in our schools is more important than ever.*

He has known you to be his ally since day one as he navigates the complexities of high school. From schedule changes, emotional support and college application questions and everything in between.

We believe that even the most dedicated counselors would be stretched too thin if there was a greater student to counselor ratio than there is now.

We feel that your role as his high school counselor has been an essential part of his high school career and helped prepare him for college. “

With gratitude,

Mary (parent) and Eli Schlotec (Grade 12)

Faculty Testimonials

- *“Having this many counselors in one building has been a noticeable game changer. Students have the opportunity to make appointments and have one on one sessions at their earliest convenience. I have contacted a counselor during the day and they have made room in their schedule immediately. The freshman group having one single counselor has been positively impactful. Having more people share the work only makes sense.” -Maggie Muller*

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, February 7, 2023
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. 521 Student Disability NonDiscrimination 2
 - B. 541 Gender Inclusion 4
- 3. **POLICIES FOR SECOND READING**
- 4. **REGULATIONS - Informational**
- 5. **OTHER**

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment; or
 - 3. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact:

Anthony Bonds, Assistant Superintendent
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability

discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator. 3

Legal References: 42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 12-20-2016
Revised: 9-17-2019
10-20-2020

541 GENDER INCLUSION

STATEMENT OF SUPPORT

The students and staff of Duluth Public Schools deserve respectful and inclusive learning environments that value students' gender identity and gender expression. Duluth Public Schools ensures that all students have access to programming and facilities in which they feel comfortable, supported, and safe. This policy addresses the inequities some students, including intersex, transgender, two-spirit, gender nonconforming students and gender-questioning students, confront as they navigate a system designed using a gender binary model. These Guidelines do not and cannot anticipate every situation that may occur, as every student is unique. The support for each student must be assessed and addressed individually based upon the student's specific requests and needs.

These Guidelines are supported by District Policy:
 102 Equal Education Opportunity,
 413 Prohibiting Harassment and Violence,
 514 Bullying Prohibition,
 522 Title IX Student Sex Nondiscrimination,
 526 Hazing Prohibition

I. DEFINITIONS

The definitions contained in these Guidelines are not intended to label students, but rather to assist in understanding these Guidelines and the legal obligations of district staff. It is recognized that students might or might not use these terms to describe themselves.

"*Gender*" refers to the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity.

"*Gender Identity*" is a person's deeply held sense or psychological knowledge of their own gender. A person's gender identity can be the same or different than the sex or gender assigned at birth.

"*Sex Assigned at Birth*" refers to the sex designation recorded on an infant's birth certificate should such a record be provided at birth.

"*Gender Expression*" refers to the manner in which a person represents or expresses that person's gender identity to others, often through behavior, clothing, hairstyles, activities, or mannerisms. Although transgender people typically seek to make their gender expression match their gender identity, rather than their sex assigned at birth, gender expression may or may not conform to a person's gender identity.

"*Gender non-conforming*" is an umbrella term that is used to describe individuals whose gender expression, gender identity, or gender role differs from gender norms associated with their sex assigned at birth. This term also includes people who identify outside of traditional gender categories or identify as both or several genders. Other terms that can have a similar meaning include "gender diverse," "gender expansive," "genderqueer," and "nonbinary."

"*Transgender/Trans*" describes people whose gender identity or expression is different from that traditionally associated with an assigned sex at birth. Transgender identity is not dependent on medical procedures or other physical changes.

"*Transition*" refers to the process in which transgender individuals begin asserting the sex that corresponds to their gender identity instead of the sex they were assigned at birth.

II. PRIVACY

All students have a right to privacy, including the right to keep private one's transgender or gender-non-conforming status at school. Transgender and gender-non-conforming students have the right to discuss and express their gender identity and expression openly and to decide when, how, and with whom to share private information, well as to determine what information will be shared.

Information about a student's transgender or gender-non-conforming status is classified as private data under state and federal law. School district personnel may only disclose a student's gender identity to other school district employees if they have a "need to know" the information in order to perform their job duties. The fact that a student chooses to disclose his or her transgender status to staff or other students does not authorize school staff to disclose such information about the student.

A school district employee may not confirm or otherwise disclose a student's transgender status to the parents of other students in the school or community members.

III. OFFICIAL SCHOOL RECORDS

The school district is required to maintain a mandatory and permanent student record ("official record") that includes a student's legal name and gender. The school district will change a student's official record to reflect a change in legal name or gender upon receipt of documentation that such change has been made pursuant to a court order or other official government action.

At the request of a transgender or gender non-conforming student in all grades, the District will use the student's preferred name, gender identity, and

preferred pronouns when referring to the student in education records. At the request of the parent of a transgender student in any grade, the district will use the student’s preferred name, gender identity, and preferred pronouns when referring to the student in education records.

IV. STUDENT NAMES, PRONOUNS, AND GENDER MARKERS

At the student’s request, a transgender student in all grades has the right to be referred to at school by a name and pronouns that align with their gender identity. At the parent’s request, a transgender student in all grades has the right to be referred to at school by a name and pronouns that align with the student’s gender identity. A court-ordered name change or official gender change is not required, and the parent or student is likewise not required to change the school’s official records in order for the student to be addressed by the name and pronouns that correspond to the student’s gender identity.

V. GENDER-SEGREGATED FACILITIES

All students shall have access to gendered facilities and school-sponsored programs that are consistent with the student’s gender identity. This includes, but is not limited to, multi-stalled gendered restrooms, locker rooms, and school programs, trips, and athletic programs.

A. Restroom Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (*N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)*) students shall have access to the restroom that corresponds to their gender identity asserted at school:

1. Any student who has a need or desire for increased privacy, regardless of the student’s gender identity or expression, and regardless of the underlying reason for the student’s need or desire for increased privacy, should be provided access to a single-user restroom.
2. No student shall be required to use a single-user restroom because they are transgender or gender-non-conforming.
3. The District shall work with each transgender and gender-non-conforming student to determine which restrooms are most comfortable for the student.
4. In no case shall any student be required to use a restroom that conflicts with the student’s gender identity.

B. Locker Room Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (*N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)*), the use of locker rooms by

transgender and gender-non-conforming students shall be assessed on an individualized basis with the goals of maximizing the student’s social integration and equal opportunity to participate in physical education classes and sports and other school activities, ensuring the student’s comfort, and minimizing stigmatization of the student.

1. Unless the student requests otherwise, transgender and gender-non-conforming students should have access to the locker room that corresponds to the student’s gender identity asserted at school, like all other students.
2. Any student who has the need or desire for increased privacy, regardless of the student’s gender identity or expression, and regardless of the underlying reason for the student’s need or desire for increased privacy, should, if possible, be provided with a reasonable alternative changing area such as the use of a private area (e.g., a nearby restroom stall with a door, an area separated by a curtain, a physical education instructor’s office in or near the locker room, or a nearby health office restroom), or with a separate changing schedule (e.g., using the locker room that corresponds to gender identity before or after other students).
3. Any alternative arrangement should be provided to protect the student’s ability to keep the student’s transgender or gender-non-conforming status confidential.
4. The District shall work with each gender-non-conforming student to determine which restrooms and locker room facilities are most comfortable for the student.
5. In no case shall a transgender student be required to use a locker room that conflicts with the student’s gender identity.

VI. PHYSICAL EDUCATION AND HEALTH EDUCATION CLASSES AND INTRAMURAL SPORTS

All students shall be permitted to participate in physical education classes, health education classes, and intramural sports and activities in a manner consistent with their gender identity.

VII. SCHOOL TRIPS

All students shall be permitted to participate in all school trips in a manner that corresponds with their gender identity. In planning school trips, staff is expected to assess the student’s needs in collaboration with the student and/or the student’s parent(s)/guardian(s) and make reasonable efforts to provide an acceptable accommodation to the student. Accommodations will be discussed in advance of the trip on a case-by-case basis.

VIII. DRESS CODES

All students have the right to dress in a manner consistent with their gender identity or gender expression, at school and at school-sponsored functions such as dances, after-school activities, and graduation.

IX. INTERSCHOLASTIC COMPETITIVE SPORTS TEAMS/ACTIVITIES

All students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity and in compliance with the applicable regulations of the Minnesota State High School League (MSHSL).

X. OTHER GENDER-BASED ACTIVITIES, RULES, POLICIES AND PRACTICES

As a general matter, Duluth Public Schools will evaluate, on an ongoing basis, all gender-based activities, rules, policies, and practices, including but not limited to classroom activities, school ceremonies, yearbooks and school photos. Students will be permitted to participate in any such activities or conform to any such rule, guidelines, or practice consistent with their gender identity.

XI. DISCRIMINATION/HARASSMENT/BULLYING

It is the policy of the District to maintain a safe and supporting learning and educational environment that is free from harassment, intimidation, violence, and/or bullying and free from discrimination on account of gender, gender identity, and gender expression.

Complaints alleging discrimination or harassment based on a student’s actual or perceived transgender status or gender non-conformity generally are to be handled in the same manner as sex discrimination, harassment or bullying complaints. For information about the types of conduct that constitute a violation of the school district’s policy on harassment and violence and the school district’s procedures for addressing such complaints, refer to the school district’s policy on harassment and violence (Policy 413). For information about the types of conduct that constitute a violation of the school district’s policy on bullying and the school district’s procedures for addressing such complaints, refer to the school district’s policy on bullying (Policy 514).

- Legal References:**
- Minn. Stat ch. 363A (Minnesota Human Rights Act)
 - Minn. Stat. § 121A.031 (Safe and Supportive Minnesota Schools Act)
 - Minn. Stat. § 121A.03, subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
 - Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
 - 20 U.S.C. § 1681 et seq. (Title IX)

Cross References:

102 Equal Education Opportunity
413 Prohibiting Harassment and Violence
514 Bullying Prohibition
522 Title IX Student Sex Nondiscrimination
526 Hazing Prohibition
MSHSL Handbook
MSHSL ByLaws Duluth Public School District ISD #709

First Reading:

541 GENDER INCLUSION

STATEMENT OF SUPPORT

The students and staff of Duluth Public Schools deserve respectful and inclusive learning environments that value students' gender identity and gender expression. Duluth Public Schools ensures that all students have access to programming and facilities in which they feel comfortable, supported, and safe. This policy addresses the inequities some students, including intersex, transgender, two-spirit, gender nonconforming students and gender-questioning students, confront as they navigate a system designed using a gender binary model. These Guidelines do not and cannot anticipate every situation that may occur, as every student is unique. The support for each student must be assessed and addressed individually based upon the student's specific requests and needs.

These Guidelines are supported by District Policy:
 102 Equal Education Opportunity,
 413 Prohibiting Harassment and Violence,
 514 Bullying Prohibition,
 522 Title IX Student Sex Nondiscrimination,
 526 Hazing Prohibition

I. DEFINITIONS

The definitions contained in these Guidelines are not intended to label students, but rather to assist in understanding these Guidelines and the legal obligations of district staff. It is recognized that students might or might not use these terms to describe themselves.

"*Gender*" refers to the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity.

"*Gender Identity*" is a person's deeply held sense or psychological knowledge of their own gender. A person's gender identity can be the same or different than the sex or gender assigned at birth.

"*Sex Assigned at Birth*" refers to the sex designation recorded on an infant's birth certificate should such a record be provided at birth.

"*Gender Expression*" refers to the manner in which a person represents or expresses that person's gender identity to others, often through behavior, clothing, hairstyles, activities, or mannerisms. Although transgender people typically seek to make their gender expression match their gender identity, rather than their sex assigned at birth, gender expression may or may not conform to a person's gender identity.

"*Gender non-conforming*" is an umbrella term that is used to describe individuals whose gender expression, gender identity, or gender role differs from gender norms associated with their sex assigned at birth. This term also includes people who identify outside of traditional gender categories or identify as both or several genders. Other terms that can have a similar meaning include "gender diverse," "gender expansive," "genderqueer," and "nonbinary."

"*Transgender/Trans*" describes people whose gender identity or expression is different from that traditionally associated with an assigned sex at birth. Transgender identity is not dependent on medical procedures or other physical changes.

"*Transition*" refers to the process in which transgender individuals begin asserting the sex that corresponds to their gender identity instead of the sex they were assigned at birth.

II. PRIVACY

All students have a right to privacy, including the right to keep private one's transgender or gender-non-conforming status at school. Transgender and gender-non-conforming students have the right to discuss and express their gender identity and expression openly and to decide when, how, and with whom to share private information, well as to determine what information will be shared.

Information about a student's transgender or gender-non-conforming status is classified as private data under state and federal law. School district personnel may only disclose a student's gender identity to other school district employees if they have a "need to know" the information in order to perform their job duties. The fact that a student chooses to disclose his or her transgender status to staff or other students does not authorize school staff to disclose such information about the student.

A school district employee may not confirm or otherwise disclose a student's transgender status to the parents of other students in the school or community members.

III. OFFICIAL SCHOOL RECORDS

The school district is required to maintain a mandatory and permanent student record ("official record") that includes a student's legal name and gender. The school district will change a student's official record to reflect a change in legal name or gender upon receipt of documentation that such change has been made pursuant to a court order or other official government action.

At the request of a transgender or gender-non-conforming student in all grades, the District will use the student's preferred name, gender identity, and

preferred pronouns when referring to the student in education records. At the request of the parent/guardian of a transgender and/or gender-non-conforming student in any grade, the district will use the student’s preferred name, gender identity, and preferred pronouns when referring to the student in education records.

IV. STUDENT NAMES, PRONOUNS, AND GENDER MARKERS

At the student’s and/or parent’s/guardian’s request, a transgender and/or gender-non-conforming student in all grades has the right to be referred to at school by a name and pronouns that align with their gender identity. At the parent’s/guardian’s request, a transgender student in all grades has the right to be referred to at school by a name and pronouns that align with the student’s gender identity. A court-ordered name change or official gender change is not required, and the parent/guardian or student is likewise not required to change the school’s official records in order for the student to be addressed by the name and pronouns that correspond to the student’s gender identity.

V. GENDER-SEGREGATED FACILITIES

All students shall have access to gendered facilities and school-sponsored programs that are consistent with the student’s gender identity. This includes, but is not limited to, multi-stalled gendered restrooms, locker rooms, and school programs, trips, and athletic programs.

A. Restroom Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (*N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)*) students shall have access to the restroom that corresponds to their gender identity asserted at school:

1. Any student who has a need or desire for increased privacy, regardless of the student’s gender identity or expression, and regardless of the underlying reason for the student’s need or desire for increased privacy, should be provided access to a single-user restroom.
2. No student shall be required to use a single-user restroom because they are transgender or gender-non-conforming.
3. The District shall work with each transgender and gender-non-conforming student to determine which restrooms are most comfortable for the student.
4. In no case shall any student be required to use a restroom that conflicts with the student’s gender identity.

B. Locker Room Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (*N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)*), the use of locker rooms by transgender and gender-non-conforming students shall be assessed on an individualized basis with the goals of maximizing the student's social integration and equal opportunity to participate in physical education classes and sports and other school activities, ensuring the student's comfort, and minimizing stigmatization of the student.

1. Unless the student requests otherwise, transgender and gender-non-conforming students should have access to the locker room that corresponds to the student's gender identity asserted at school, like all other students.
2. Any student who has the need or desire for increased privacy, regardless of the student's gender identity or expression, and regardless of the underlying reason for the student's need or desire for increased privacy, should, if possible, be provided with a reasonable alternative changing area such as the use of a private area (e.g., a nearby restroom stall with a door, an area separated by a curtain, a physical education instructor's office in or near the locker room, or a nearby health office restroom), or with a separate changing schedule (e.g., using the locker room that corresponds to gender identity before or after other students).
3. Any alternative arrangement should be provided to protect the student's ability to keep the student's transgender or gender-non-conforming status confidential.
4. The District shall work with each gender-non-conforming student to determine which restrooms and locker room facilities are most comfortable for the student.
5. In no case shall a transgender student be required to use a locker room that conflicts with the student's gender identity.

VI. PHYSICAL EDUCATION AND HEALTH EDUCATION CLASSES AND INTRAMURAL SPORTS

All students shall be permitted to participate in physical education classes, health education classes, and intramural sports and activities in a manner consistent with their gender identity.

VII. SCHOOL TRIPS

All students shall be permitted to participate in all school trips in a manner that corresponds with their gender identity. In planning school trips, staff is expected to assess the student's needs in collaboration with the student and/or the student's parent(s)/guardian(s) and make reasonable efforts to provide an acceptable accommodation to the student. Accommodations will be discussed in advance of the trip on a case-by-case basis.

VIII. DRESS CODES

14

All students have the right to dress in a manner consistent with their gender identity or gender expression, at school and at school-sponsored functions. This includes, but is not limited to dances, after-school activities, and graduation.

IX. INTERSCHOLASTIC COMPETITIVE SPORTS TEAMS/ACTIVITIES

All students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity and in compliance with the applicable regulations of the Minnesota State High School League (MSHSL).

X. OTHER GENDER-BASED ACTIVITIES, RULES, POLICIES AND PRACTICES

As a general matter, Duluth Public Schools will evaluate, on an ongoing basis, all gender-based activities, rules, policies, and practices, including but not limited to classroom activities, school ceremonies, yearbooks and school photos. Students will be permitted to participate in any such activities or conform to any such rule, guidelines, or practice consistent with their gender identity.

XI. DISCRIMINATION/HARASSMENT/BULLYING

It is the policy of the District to maintain a safe and supporting learning and educational environment that is free from harassment, intimidation, violence, and/or bullying and free from discrimination on account of gender, gender identity, and gender expression.

Complaints alleging discrimination or harassment based on a student's actual or perceived transgender status or gender non-conformity generally are to be handled in the same manner as sex discrimination, harassment or bullying complaints. For information about the types of conduct that constitute a violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413). For information about the types of conduct that constitute a violation of the school district's policy on bullying and the school district's procedures for addressing such complaints, refer to the school district's policy on bullying (Policy 514).

Legal References: Minn. Stat ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 121A.031 (Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.03, subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination) 15
20 U.S.C. § 1681 et seq. (Title IX)
20 U.S.C. § 1701 et seq. (Equal Educational Opportunities)

Cross References:

102 Equal Education Opportunity
413 Prohibiting Harassment and Violence
514 Bullying Prohibition
522 Title IX Student Sex Nondiscrimination
526 Hazing Prohibition
MSHSL Handbook
MSHSL ByLaws Duluth Public School District ISD #709

First Reading:

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 14, 2023

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

<u>1. Guest Presentations for this Meeting</u>	
<u>2. Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	6
3) Facilities Department Report	7
4) Technology Department Report	10
5) Transportation Department Report	11
<u>3. Recommended Resolutions</u>	
A. B-2-22-3948 - Acceptance of Donations to Duluth Public Schools	12
B. B-2-23-3949 - Acceptance of Grant Awards to Duluth Public Schools	13
<u>4. Consent Agenda</u>	
A. HR Staffing Report	14
1) Job Description for Third Party Billing Specialist/SPED Forms Administrator	15
B. Finances	
1) Financial Report	19
2) Fundraisers	20
C. Bids, RFPs, and Quotes	
1) BID #1316 - Network Infrastructure	21
D. Contracts, Change Orders and Leases	
1) Lease - Northwoods Rockridge 2022-2025	23
<u>5. Miscellaneous Informational Items (no action required)</u>	
A. Investment Proposal for Professional Services - ISD 709 and Wipfli	41
B. Data Request Quarterly Report - 2022 Final	44
C. District Properties Update	45
D. Expenditure Contracts	50
E. No Cost Contracts	138
F. Revenue Contracts	175
G. Grant Applications	193

Human Resources Report Summary February 2023 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	3	12
# Retirements	13	2
# Resignations	1	4
# Leave of Absences	2	3

HR Department Updates:

The HR team has hired a new Human Resources Assistant to serve at our Front Desk Rebecca Lester started on Tuesday, January 24, 2022. Rebecca comes to us with a background in supporting high-risk youth as a case manager and advocate at Life House- Sol House. We continue to search for a replacement for the HR Manager position and are assessing the overall department needs.

Staff are gearing up for next school year hiring and will attend two job fairs planned in March. The team also had a recruitment table set up at Family Resource nights held at Laura MacArthur Elementary School on February 7 and 9.

HR Leadership has been working diligently with the Fireman and Oilers Unit to increase wages and discuss a more robust recruitment plan for custodial staff as we are still down many staff. We are also having discussions around hiring full time bus drivers to help support summer operations needs.

Benefits Updates:

The Benefits Team is currently preparing the Affordable Care Act Report which is due at the end of February. There was a Retirement Information Session held on January 30th, which was the last scheduled session before the Teachers' deadline of notification on February 1st. More sessions will be scheduled in the coming months. As of February 2nd, we received 24 teacher retirement notices.

Hiring Updates:

Hiring Updates: (as of Friday, February 10, 2023)

Certified:

- Teachers, Elementary (4)
- Teachers, High School (3)
- Teachers, Middle School (2)

Non-Certified:

- Administrative/Management (1)
- Child Nutrition (13)
- Maintenance/Transportation (19)
- School Custodian (15)*
- Bus Helper (1)*
- School Bus Driver (3)*
- Playground/Cafeteria Monitor (9)

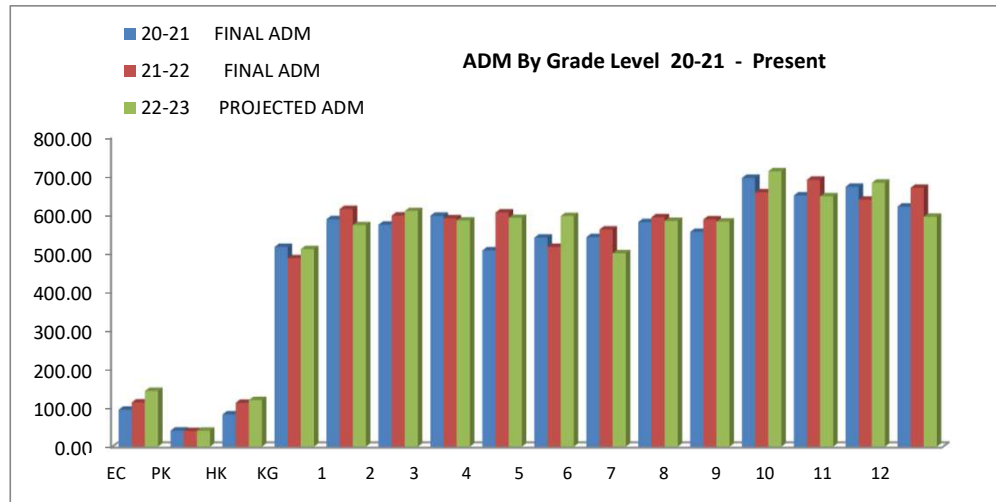
- Paraprofessionals (23)
- Duluth Pre-School Program Paraprofessional (1)*
- Early Childhood SpEd Paraprofessional (1)*
- Licensed Sign Language Interpreter (2)*
- Mental Health Practitioner (1)*
- Paraprofessional, ECFE (1)*
- SpEd Building Wide Paraprofessional (2)*
- SpEd Program Paraprofessional (2)*
- SpEd Student Specific Setting III Paraprofessional (6)*
- Supervisory Paraprofessional (3)*

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
FEBRUARY 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	624	438	344	144.06	102.00	4.33	0.33
PK	64	45	63	41.27	42.65	1.55	0.92
HK	146	117	120	120.41	90.00	1.21	1.03
KG	561	507	510	510.94	522.00	1.10	1.01
1	732	630	580	573.16	605.00	1.28	0.91
2	768	666	617	609.72	602.00	1.26	0.92
3	704	640	592.15	585.17	586.00	1.20	0.91
4	739	659	602.33	591.91	585.00	1.25	0.90
5	705	653	607.33	596.82	604.00	1.18	0.91
6	655	572	509	500.19	509.00	1.31	0.87
7	778	653	595.3	583.92	559.00	1.33	0.89
8	803	669	593.78	582.43	585.00	1.38	0.87
9	1409	809	736.81	712.34	648.00	1.98	0.88
10	1552	797	669.95	647.70	650.00	2.40	0.81
11	1667	859	706.46	683.00	680.00	2.44	0.80
12	0	943	615.38	594.94	625.00	0.00	0.63
PS	406	314					
Total:	11907	9657	8462.49	8077.99	7994.65	1.47	0.84

+proj-budg> **83.34**

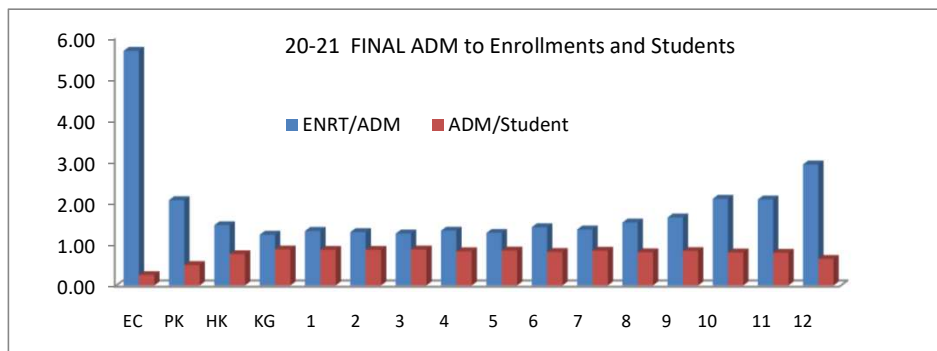
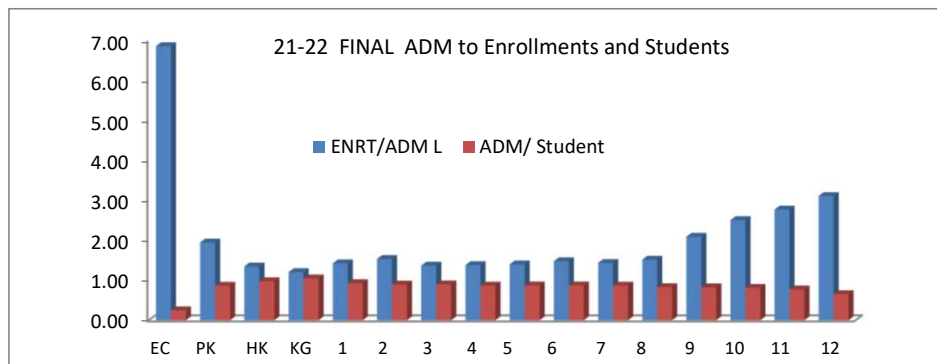
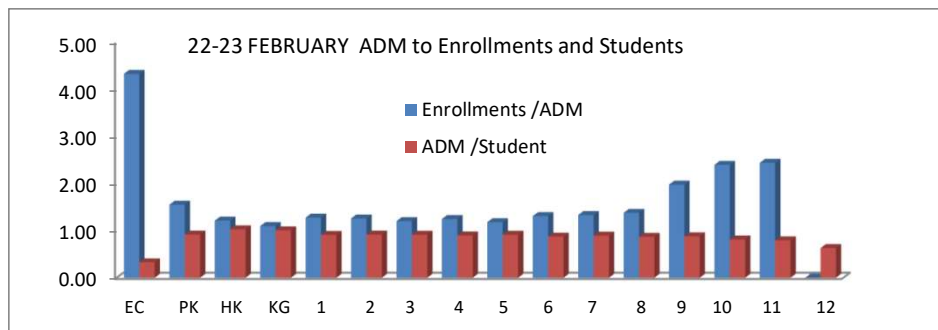
GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 OCT 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	204	144.06
PK	68	41.58	70	40.57	-29.43	53	41.27
HK	77	83.52	101	113.54	12.54	108	120.41
KG	520	516.69	502	487.64	-14.36	519	510.94
1	596	588.40	616	614.82	-1.18	583	573.16
2	582	574.16	593	597.78	4.78	603	609.72
3	617	597.62	603	590.84	-12.16	588	585.17
4	523	507.84	621	605.84	-15.16	595	591.91
5	558	540.73	527	516.78	-10.22	596	596.82
6	576	542.05	577	561.90	-15.10	512	500.19
7	586	581.07	604	593.59	-10.41	597	583.92
8	576	555.74	601	587.95	-13.05	599	582.43
9	723	695.44	687	658.15	-28.85	730	712.34
10	680	650.09	717	690.45	-26.55	695	647.70
11	734	672.61	680	638.94	-41.06	750	683.00
12	756	621.11	832	669.75	-162.25	788	594.94
Total:	8358	7864.10	8487	8083.11	-403.89	8520	8077.99



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
FEBRUARY 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	624	438	344	144.06	102.00	4.33	0.33
PK	64	45	63	41.27	42.65	1.55	0.92
HK	146	117	120	120.41	90.00	1.21	1.03
KG	561	507	510	510.94	522.00	1.10	1.01
1	732	630	580	573.16	605.00	1.28	0.91
2	768	666	617	609.72	602.00	1.26	0.92
3	704	640	592.15	585.17	586.00	1.20	0.91
4	739	659	602.33	591.91	585.00	1.25	0.90
5	705	653	607.33	596.82	604.00	1.18	0.91
6	655	572	509	500.19	509.00	1.31	0.87
7	778	653	595.3	583.92	559.00	1.33	0.89
8	803	669	593.78	582.43	585.00	1.38	0.87
9	1409	809	736.81	712.34	648.00	1.98	0.88
10	1552	797	669.95	647.70	650.00	2.40	0.81
11	1667	859	706.46	683.00	680.00	2.44	0.80
12	0	943	615.38	594.94	625.00	0.00	0.63
PS	406	314					
Total:	11907	9657	8462.49	8077.99	7994.65	1.47	0.84

+proj-budg> **83.34**



Child Nutrition Report

January 2023

Week of:	Breakfast 1/3/2023	Lunch 1/3/2023	Breakfast 1/9/2023	Lunch 1/9/2023	Breakfast 1/16/2023	Lunch 1/16/2023	Breakfast 1/23/2023	Lunch 1/23/2023	Breakfast 1/30/2023	Lunch 30-Jan	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	155	1207	257	1445	183	1183	217	1156	100	551	912	5542	51	308
Denfeld	672	1945	940	2441	758	1433	697	1940	381	1031	3448	8790	192	488
Harbor City											0	1185	0	66
East High	860	1746	1130	2122	891	1736	945	1658	442	830	4268	8092	237	450
Homecroft	514	1133	637	1361	564	1081	555	1069	279	536	2549	5180	142	288
Lakewood	203	567	256	704	249	574	261	600	117	298	1086	2743	60	152
Lester Park	620	1517	832	1776	666	1540	672	1314	306	704	3096	6851	172	381
Lincoln park	521	1397	722	1808	612	1408	589	1440	283	704	2727	6757	152	375
Lowell	1075	1745	1428	2083	1086	1698	1157	1686	554	839	5300	8051	294	447
Laura Macart	713	875	941	1138	778	961	785	949	359	458	3576	4381	199	243
Myers-Wilkin	668	965	886	1288	721	1001	747	1048	325	492	3347	4794	186	266
Ordean/East	531	2341	679	2962	512	2388	594	2410	265	1250	2581	11351	143	631
Piedmont	1088	1345	1372	1674	1073	1382	1040	1310	534	666	5107	6377	284	354
Rockridge	90	97	107	124	81	92	82	88	27	41	387	442	22	25
Stowe	598	641	813	858	714	700	702	696	344	335	3171	3230	176	179
ALC	39	75	50	81	37	90	47	91	27	52	200	389	13	26
	4 days	ALC 3	5 days	ALC 4	4 days	ALC 3	4 days	ALC 3	2 days	2 days				
	8347	17596	11050	21865	8925	17267	9090	17455	4343	8787	41755	84155	2322	4680
Denfeld Supp	Mon-thurs	131		472		328		0		269		1200	TOTAL	
Daily average		2 days		4 days		3 days	NO SUPPER			2 days			109	

Farm to School Mini Grant--2023/2024

Child Nutrition applied for and was awarded the full \$10,000 grant. This will be utilized for purchases in the fall of 2023. Our emphasis will be rebuilding our Farm to School program, which had some setbacks during and after Covid’s presence. Harvest of the Month and featuring local tomatoes and squash will be some of the highlights. It will be hard to BEET our new initiatives.

Current outstanding student balances

Child Nutrition has returned to the utilizing the School Messenger system for a weekly phone call, text message or email (based on parent preference of notification in Infinite Campus). We currently bill families monthly and remind them to pay ahead. With new policies that prohibit us from reminding students about money owed, we are currently at an all time high of outstanding debt, which is \$76,000. If this rate of debt increases at the same rate it currently is, we will easily be over \$125,000 owed at the end of the year. As we have in the past, accounts owing over \$100.00 at the end of the school year that remain unpaid after 3 attempts to collect, will go to the school districts collection agency.

Facilities Management & Capital Project Status Report January 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 277 work orders and are currently working on 317 open work orders.

Capital Construction

- Denfeld tower work is almost complete. The spire and finial are all that is left to fabricate and install..
- FY24 Congdon playground construction and field drainage is being designed to bid early 2023.
- The boiler at Stowe failed and a new boiler has been ordered. We are operating on the backup at this time.
- OEMS will get new turf starting June 12th.
- EHS baseball has a new scoreboard on order to replace the damaged board.

- Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation is ongoing. (still)

- 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.
- 2nd floor ceilings are going in.
- Furniture installation will be started in mid April.
- Site work and bituminous will be completed last.
- CHS is down at this time and being recycled..

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.
- We are working on establishing incentives for staff to become licensed to operate boilers.
- There are 23 vacancies in the Facilities Operations that we are working hard as well as need to fill.

Health, Safety & Environmental Management

- OSHA 300A logs posted at the sites
- SDS database update complete. At this time chemicals are cataloged by school and department.
 - <https://chemmanagement.ehs.com/9/3f0451b8-1565-48e0-a99e-079a9a2a4484/ebinder>
- Second labor management safety committee held for 22-23 school year.
- Arrangements made for base station installation at DSC

Workers’ Compensation Activities

January 2023

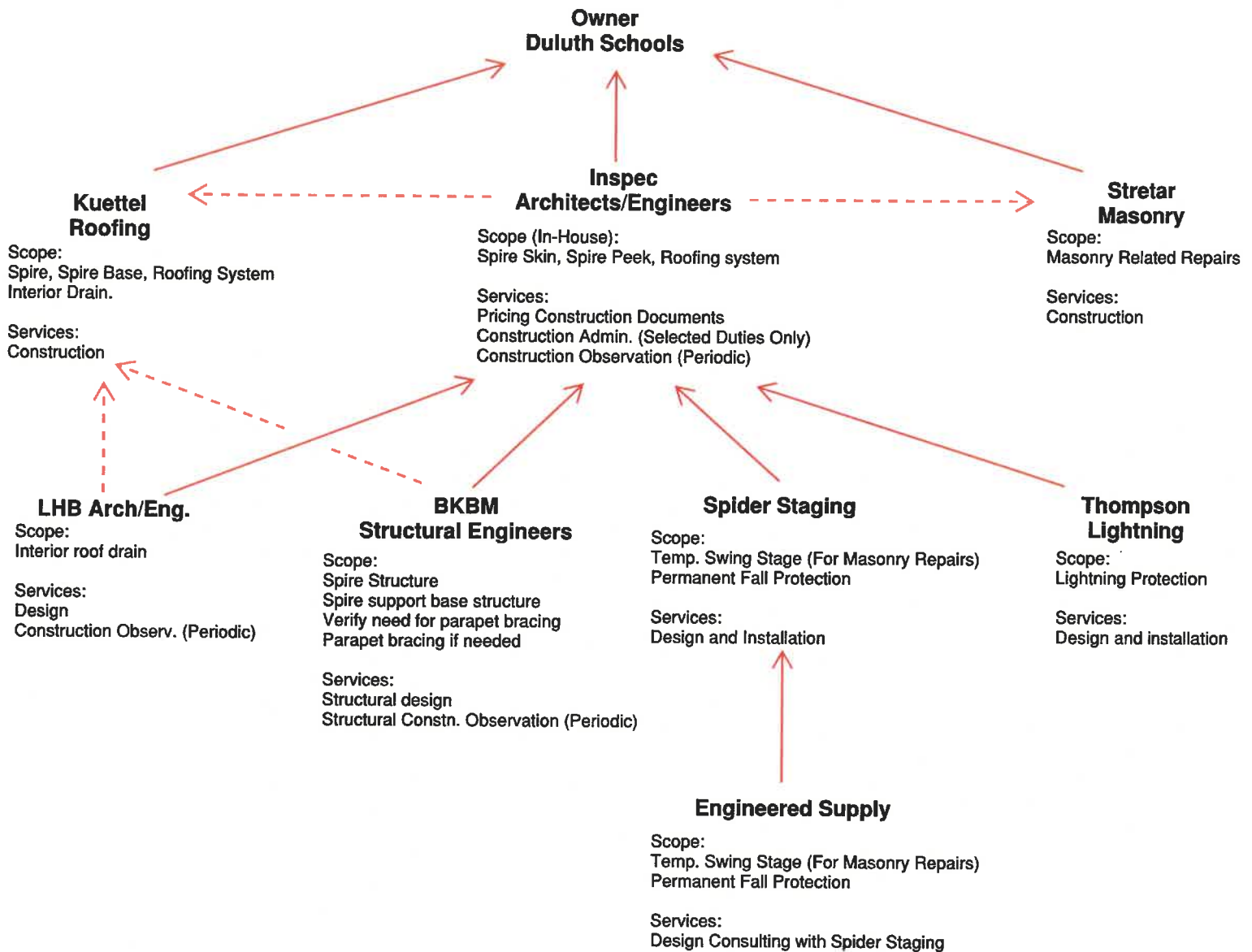
- First report of incidents:----- 14
- OSHA recordable incidents:----- 2
- Days away from work:----- 28
- Days of restricted work:----- 5

2023 YTD Incidents (January 1, 2023 - December 31, 2023)

- First report of incidents:----- 173
- OSHA recordable incidents:----- 23
- Days away from work:----- 123
- Days of restricted work:----- 339

Contractual Relationship Diagram Denfeld High School Clock Tower

2/9/2022 9
















—————> Represents Direct Contractual Relationship

- - - - -> Represents Construction / Field Observation Relationship

Technology Department - January Report (1/1 - 1/31)

10


● Cybersecurity

- Royal Ransomware Campaign Targeting US Entities including K-12 school districts.
 - [Duluth Public Schools Mail - Message from the MS-ISAC Pending Royal Ransomware Campaign Targeting US Entities - TLP_AMBER](#)
 - Example of a [Royal Spear Phishing Email](#)
- Google Security
 - Gmail
 - 1.5M Emails Messages Accepted/Delivered 
 - 1.4M were identified as Spam 
 - 6.6K were identified as Phishing 
 - 47 were identified having a suspicious attachments 
 - 8K were identified as Spoofing 
 - 1 emails were identified as Malware 
 - Account Information
 - 10,969 Active Accounts 
 - 24.41TB of storage 
 - 221K Files shared externally 
 - 92 Suspicious attachments 
 - 644 Suspicious login attempts 
 - 1.7K Failed user login attempts  (70%)
 - 55 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked  (267%)

● E-Rate RFP/Bid

- E-Rate Bid-1316 Network Infrastructure (network switches) was posted on the FCC USAC E-Rate website with an opening on Tuesday, February 7, 2023

● Technology Help Desk Tickets

- 538 New Technology Support Tickets Created  (103%)
- 516 Tickets were resolved  (83%)
- 208 Tickets remain unresolved  (12%)

● Projects

- Cybersecurity
 - Continue working on security vulnerabilities that have been identified by Arctic Wolf monitoring services.
 - The December Infoseq IQ Phishing Campaign phish rate was 32.6%
 - Within the next several months we will schedule and have the following two technology audits done:
 - Network Security Assessment - Cyber Insurance requirement
 - Authenticated security scan
 - Internal vulnerability scan
 - Microsoft AD security and password audit
 - Penetration testing
 - Google for Education Audit - <https://www.cdwg.com/content/cdwg/en/services/education/google-audit.html>
- DSC, Facilities and Transportation
 - Working with contractors and vendors to make sure we have all the technology equipment and services for the new buildings
- Blended Learning 1 to 1 Initiative
 - Continue to work with Benson Electric to install additional wireless Access Points (APs) to support our student and staff Chromebooks in our buildings.

92

Transportation Report January 2023 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.

Latest update on the new buses- They are being built this month and are due to arrive March 14th.

The transition to “Student Transportation” formerly Traversa for routing started last week with the administrative side of the setup. We will begin training from the second week in February through March. The training is twice weekly for an hour and a half each time.

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.).

Staffing (comments and concerns)

- We have been interviewing a few potential employees and have hired a mechanic.
- I have an upcoming interview for a driver. I’m hopeful we can get more applicants.
- We had a promising interview for an assistant supervisor but it fell through because the pay wasn’t enough for the applicant.

Bus Maintenance

- Scheduled maintenance will be moving forward once the new mechanic starts.
- Multiple jump starts have occurred and we have even had to borrow a few buses from Voyageur due to cold weather.
- Maintenance has been slowly progressing as Glenn can manage between route coverage.
- Glenn has been replacing a lot of brake lines due to rust, with a fleet that’s aging and Minnesota winters it’s inevitable.

The average fleet age is 7.5 years. Current average mileage is just shy of 92,000 (goal is 50,000 – 60,000).

We are doing everything we can to keep up with the demands of routing and bussing students and we are just managing with the current staff but everyone is getting tired due to the long hours every day. I assure them we will get through this together as a team.

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
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	JBL speakers
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	JBL speakers & 2 fuzzy blankets
Area Learning Center	Kathy Wilson	In-kind	ALC Student Holiday Auction	Macramé hanging shelf, northern light lamps, & toddler dishes
Area Learning Center	Gretchen Hedin - Maurices	In-kind	ALC Student Holiday Auction	Gift cards & coupons
Area Learning Center	Fitger’s Bookstore	In-kind	ALC Student Holiday Auction	Books, puzzles, t-shirt, mug
Area Learning Center	Duluth Federation of Teachers	\$100.00	ALC Student Holiday Auction	Kwik Trip gift cards \$20 x 5 = \$100
Area Learning Center	Fitger’s Salon & Spa	\$100.00	ALC Student Holiday Auction	Salon gift certificate
Area Learning Center	Boat Club	\$20.00	ALC Student Holiday Auction	Restaurant/Gift certificate
Area Learning Center	Jenny Ahern	In-kind	ALC Student Holiday Auction	Hair Food Conditioner & Shampoo
East HS	North Shore Bank of Commerce	\$1,000.00	Boys Hockey for Video Analysis Software	Completing this on behalf of Coach Steve Pitoscia
Denfeld HS	Ryan Kern	\$4,500.00	Denfeld HS Theater Department	Costume donation from Ryan's Enchanted Tea Party event
Stowe ES	Asbury United Methodist Church	In-kind		Hats and mittens

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
MN Department of Public Safety – School Bus Stop Arm Camera Grant	Simone Zunich/Jeremy Kasapidis	Duluth Public Schools	\$69,107.22	Cameras are in use on qualified bus for a minimum of 3 years, quarterly progress reporting, and a final report is req. & is due 30 days following the end of the project.

HUMAN RESOURCES ACTION ITEMS FOR: February 28, 2023

<u>CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
O'CONNOR, TYNA L	LTS SCHOOL NURSE/DW, (BA+45) STEP 8, D.ARNESON	03/09/2023
SIMON, HALLIE C	TEMP CO BAND TEACHER/ORDEAN EAST, (BA) STEP 2	01/26/2023
ZELINSKE, ABBY G	TEMP GRADE 3 TEACHER/CONGDON PARK, (MA) STEP 2, T. MEYER	01/25/2023
<u>CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BRUNS, CHRISTINA M	SPECIAL EDUCATION TEACHER/STOWE	01/04/2023 3/21/2023
PYKKONEN, HALEY E	SPECIAL EDUCATION TEACHER/DENFELD	12/12/2022 3/6/2023
<u>CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BALLAVANCE, ADAIR S	TEACHER/DENFELD HIGH SCHOOL	6/9/2023
BERGMAN, HELEN E	TEACHER/STOWE ES	06/09/2023
BORICH, SUSAN M	TEACHER/STOWE ELEMENTARY	06/09/2023
BOWKER, MICHELLE L	TEACHER/MYERS WILKINS ES	06/09/2023
EVERSON, TIMOTHY W	TEACHER/ORDEAN EAST MS	03/11/2023
IANNUCCI, TERESA L	LIFE SCIENCE TEACHER/LINCOLN PARK MS	06/09/2023
LOVOLD, MARY R	TEACHER/LINCOLN PARK MIDDLE SCHOOL	06/09/2023
MEYER, TAMARA A	TEACHER/CONGDON PARK ES	06/09/2023
MIKEL, SUSAN K	TEACHER/LESTER PARK	06/09/2023
NORMAN, NATHAN J	TEACHER/ORDEAN EAST MS	06/09/2023
NORMAN, SUSAN M	READING INTERVENTIONIST/CHESTER CREEK	06/09/2023
VANDERPORT, ERIN F	TEACHER/PIEDMONT ELEMENTARY	06/09/2023
ZIEGLER-HALL, DENISE C	TEACHER/CONGDON PARK ELEMENARY	06/09/2023
<u>CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KENOW, AMY J	PHY ED TEACHER/ORDEAN EAST MS	01/23/2023
<u>NON CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ECKWOOD, BRIGETTE N	INTEGRATION SPECIALIST/DENFELD, CLASS 1-A, STEP 1	01/09/2023
ERLITZ, SYDNEY J	NUTRITIONAL ASST/LAURA MACARTHUR, 17.5/38WKS. \$13.22/HR	01/24/2023
HARVEY, MAXIMILIAN R	SPEC ED PROG PARA/PIEDMONT, 31.25/38WKS, \$18.74/HR	01/24/2023
LEE, MARY F	SPEC ED BUILDING PARA/CHESTER CREEK, 31.25/38WKS, \$19.77/HR	01/20/2023
LESTER, REBECCA S	EEA CLERICAL LEVEL B/HR, 40/52WKS, \$20.81/HR	01/24/2023
MARCHAND, RENA M	SPEC ED STUDENT SPEC PARA/EAST, 22.5/38WKS, \$18.90/HR	01/24/2023
MYKHAILENKO, ALEVITYNA	SPEC ED PROG PARA/DENFELD, 22.5/38 WKS, \$17.77/HR	01/24/2023
NOVLAN, DANIEL A	SCHOOL CUSTODIAN/DENFELD, 40/52WKS, \$16.15/HR	01/09/2023
PERICH, JOSEPH M	EEA BENEFITS ASST/HR, 40/52WKS, \$21.11/HR	01/09/2023
PETERSON, JENNIFER M	BUILDING WIDE PARA/STOWE, 18.75/38WKS, \$17.77/HR	01/24/2023
SZAFLARSKI, ERICA E	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$16.68/HR	01/20/2023
WEIGEL, KELLIE L	EARLY CHILDHOOD SPEC ED PARA/BUILDING BLOCKS, 22.5/38WKS, \$18.89/HR	01/24/2023
<u>NON CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HOFFMAN, JANE D	Nutrition Services Assistant/Ordean East Middle School	01/27/2023
MORLANG, SHILO R	FIELD SERVICE TECH/SPECIAL SERVICES	02/08/2023
TORGERSEN, GERALDINE M	CHILD NUTRITION ASSISTANT/EAST HIGH SCHOOL	01/16/2023
WINTER, LAURA B	OJIBWE IMERSION PARA/LOWELL	01/20/2023
<u>NON CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, FRANKLIN P, IV	SPED PARA/EAST HS	01/30/2023 04/01/2023
HELQUIST, MELODIE T	REVISED END DATE FROM 1/4/23 to 6/9/23 SPEC ED PARAPROFESSIONAL/MERRITT C	08/29/2022 06/09/2023
HUNTER, TARI K	NUTRITION SERVICE ASSISTANT/HOMECROFT	03/21/2023 03/27/2023
<u>NON CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARROLL, MIKILIA C	BUSINESS SERVICES MARSS/UHG, PAY GROUP VI, STEP 5	1/9/2023
KASAPIDIS, JEREMY E	TRANSPORTATION MANAGER/TRANSPORTATION, PAY RANGE 8, STEP 1	1/9/2023
OLKER, CRYSTAL K	HEALTH SERVICES COORDINATOR/DW, PAY GROUP VIII, STEP 6	1/16/2023
<u>NON CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KESTI, SHAREN B	SPECIAL ED PARA/CHESTER CREEK ACADEMY	6/9/2023
LUOTO, KIMBERLY S	ENGINEER I/LESTER PARK	3/3/2023

Title of Immediate Supervisor: Director of Special Services	Department: Special Services	FLSA Status: Exempt
Accountable For (Job Titles):		Non-Certified Business Division, Administrators' Association, Pay Class 2

General Summary or Purpose Of Job:
<p>The Third Party Billing Specialist established and maintains Third Party Billing information, forms, processes and files for the purposes of receiving reimbursements for services received.</p> <p>This position is responsible for providing SpEd forms administrative support; maintaining the Special Service Website; maintaining the Google Groups; providing support and maintaining the inventory of the assistive technology for student use. Employees are responsible for highly complex staff support duties, including managing highly sensitive confidential information.</p>

Duty No.	Essential Duties: (These duties and frequencies are a representative sample; position assignments may vary)	Frequency
1.	<p>Establishes and maintains billing rates in conjunction with MDE/MDHS and the ISD-709 Staff.</p> <ul style="list-style-type: none"> • Creates and maintains special education forms in regards to Third Party Billing. • Identify and communicate with nurses on PCA training, PCA time logs, student time studies, and if needed communication with physicians. • Identify and communicate with Special Education service providers and assist with IEP service minutes and supporting documentation providing reminders and monitoring the frequency of billing. • Identify opportunities to expand and increase billing and revenue. 	25% daily
2.	<p>Performs clerical and record keeping functions that involve significant detail, attention to accuracy and precision in performing tasks in relation to Third Party Billing.</p> <ul style="list-style-type: none"> • Prepares and reviews documentation required for Third Party reimbursements <ul style="list-style-type: none"> ○ Verify MA eligibility of student on MN using MDHS website ○ Review IEP information for all MA eligible special education students to determine qualifying services. ○ Supports student file for Third Party Billing inclusive of a signed consent form and a copy of the IEP, eligibility status, time logs, trip logs, etc. ○ Creates and maintains eligibility lists for providers. - Research all denials, making changes and resubmitting when possible. • Prepares a variety of reports, documents and correspondence for the purpose of documenting activities, providing written reference and/or conveying information. 	25% daily

3.	Processes documents and materials for the purpose of disseminating information, providing documentation delivering services for Third Party Billing Students.	20% daily
4.	Supports providers in understanding program policies/system procedures to support program compliance. <ul style="list-style-type: none"> MA billing support, processing, and communications 	10% daily
5.	Performs Auditing: <ul style="list-style-type: none"> SpEd Forms Audit List Excluded Provider List from MDE 	5% monthly
6.	Assists with functions as related to internal and external MA billing audits.	10% annually
7.	Responsible for Assistive Technology: <ul style="list-style-type: none"> Manage IEP and MA software including installation, setup of relational databases, maintenance and upgrades, and troubleshooting of the software with the assistance of the technology department when needed. Manage the special education equipment database and placement of technology throughout the district including the development and maintenance of a detailed database of equipment purchased with federal funds. Provide technical support to the Assistive Technology staff regarding <ul style="list-style-type: none"> specialized equipment in the AT library, the selection of items and development of processes when new equipment and software is acquired , installation of equipment and software with the assistance of the technology department when needed.to meet the assistive technology requirements of a student's IEP. 	10% annually
8.	Attend annual MA trainings, keep abreast of changes in regulations, assist with communication and enforcement for MA billing compliance with state policies and procedures <ul style="list-style-type: none"> Conducts mandatory training sessions and follow-up support for teachers, teaching assistants, transportation providers and service providers participating in the MA billing and documentation requirements. This may include travel to sites across the district. Create and present other special services training as needed. 	As required
9.	Other <ul style="list-style-type: none"> Assist the special education staff with other tasks as assigned including developing various word processing templates to include Assessments Criteria and Individual Health Plans Creates, updates, and maintains the department Google Groups Special Services Website Maintenance and Update 	5% annually
10.	Attend scheduled staff and in-service meetings.	As needed

Minimum Qualifications: (necessary qualifications to gain entry into the job)

Education/Certification Requirement:

High School diploma or equivalent required.

High School diploma or equivalent required.

Minimum two (2) year college degree preferred. Related coursework preferred.

Experience with insurance claims or MA billing preferred

Experience in professional development/training preferred

Experience in school district setting preferred

Knowledge and Ability Requirements:

Requires knowledge of:

- Google and Google Suite programs
- Knowledge of data management
- Knowledge of office practices
- Proficiency in operating computer hardware and software applications
- Applicable state and federal rules, regulations, policies and procedures
- Ability to communicate to management and vendor personnel regarding technical issues

Skill Requirements:

Skilled in:

- Planning, organizing and setting work priorities and working independently without immediate supervision; consideration remote work
- Meeting predetermined deadlines and utilizing flexibility with work and priority shifts.
- Database development and maintenance
- General Clerical
- Ability to effectively analyze and solve a variety of problems in a professional manner.
- Ability to work under pressure and meet assigned deadline
- Excellent human relations skills and the ability to communicate, verbally and in writing effectively present a positive interaction with all stakeholders.
- Ability to maintain confidentiality in all aspects of the job.
- Ability to write technical documentation

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

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand			X	
Walk			X	
Sit			X	
Use hands dexterously (use fingers to handle, feel)				X
Reach with hands and arms			X	
Talk and hear				X
Lift & Carry: Up to 10 lbs.		X		
Up to 25 lbs.	X			
Up to 50 lbs.	X			

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 Duty Physical Work: Daily work is performed either sitting or standing for long periods of time while interacting in a cloud computing environment.

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

Job Classification History:

Draft February 17, 2022

**HR/BS Services Committee Monthly Fund Balance Report
Feb 14 2023 Committee Meeting**

Feb 14 2023 Board Meeting

2.8.23

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 22 -23	July - Sept	July -Sept	July -Sept	July -Sept	July -Sept	July -Sept
General	1	\$ 107,743,537.86	\$	111,750,785.97	\$	52,333,247.40			\$	59,417,538.57
Food Service	2	\$ 3,985,000.00	\$	3,985,000.00	\$	1,857,200.60	\$	49.20	\$	2,127,848.60
Transportation	3	\$ 5,900,000.00	\$	5,900,000.00	\$	1,657,862.78			\$	4,242,137.22
Community Ed	4	\$ 8,114,000.00	\$	8,394,340.14	\$	5,012,513.79			\$	3,381,826.35
Operating Captial	5	\$ 5,462,130.31	\$	5,462,130.31	\$	513,240.88	\$	-	\$	4,948,889.43
Building Construction	6	\$ -	\$	-	\$	-			\$	-
Debt Service Fund	7	\$ 22,979,390.64	\$	22,979,390.64	\$	2,199,749.34			\$	20,779,641.30
Trust Fund	8	\$ 258,575.00	\$	258,575.00	\$	-			\$	258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$	917,000.00	\$	512,326.92	\$	-	\$	404,673.08
Student Acitivity	79	\$ 236,006.00	\$	236,006.00	\$	157,203.78			\$	78,802.22
REVENUE	TOTALS:	\$ 155,595,639.81	\$	159,883,228.06	\$	64,243,345.49	\$ -	\$ 49.20	\$ -	\$ 95,639,931.77

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 22-23	July - Sept	July -Sept	July -Sept	July -Sept	July -Sept	July -Sept
General	1	\$ 104,358,876.11	\$	112,739,733.67	\$	59,146,763.17	\$	2,398,187.76	\$	51,194,782.74
Food Service	2	\$ 4,427,346.56	\$	4,427,346.56	\$	2,120,171.72	\$	1,036,704.20	\$	1,270,470.64
Transportation	3	\$ 6,176,300.00	\$	6,176,300.00	\$	4,147,767.48	\$	681,287.19	\$	1,347,245.33
Community Ed	4	\$ 8,658,980.50	\$	8,937,520.64	\$	4,053,644.05	\$	21,936.88	\$	4,861,939.71
Operating Captial	5	\$ 8,394,018.57	\$	8,394,018.57	\$	3,462,029.80	\$	1,252,563.43	\$	3,679,425.34
Building Construction	6	\$ -	\$	-	\$	21,472,543.00	\$	13,094,566.14	\$	7,620,835.98
Debt Service Fund	7	\$ 24,691,484.56	\$	24,691,484.56	\$	24,320,008.81	\$	2,153,165.55	\$	(1,781,689.80)
Trust Fund	8	\$ 250,000.00	\$	250,000.00	\$	-			\$	250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$	924,000.00	\$	481,985.40	\$	100,452.91	\$	341,561.69
Student Acitivity	79	\$ 414,040.00	\$	432,775.81	\$	87,768.19	\$	686.39	\$	344,321.23
EXPENSE	TOTALS	\$ 158,295,046.30	\$	188,445,722.81	\$	110,914,704.76	\$ -	\$ 8,402,125.19	\$ -	\$ 69,128,892.86

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Fund 06 Build construction: Program 870</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
		debt serv payment/prof serv course 000/000	\$ 940,557.61	Program 298	Revenue \$ 233,442.38
Program 030 Admin	\$ 40,650.00	admin owner pymnt course 800	\$ 7,947.27	Program 298	Expense \$ 247,281.15
Program 108 Tech	\$ 1,964,289.51	admin design serv course 801	\$ 97,659.64		
Program 203 Elem	\$ 1,106,557.15	admin constru mngmt course 802	\$ 122,699.33		
Program 211 Secondary	\$ 865,432.59	admin commissions course 803	\$ 20,266.48		
Program 805 Operations	\$ 86,592.41	interior surf constr costs course 804	\$ 12,214,304.65		
Program 740 Pupil Engage	\$ 2,859.39	admin site services 805	\$ 174,565.76		
	\$ 4,066,381.05	long term lease 806	\$ 825.00		
			\$ 13,578,825.74		

**Fundraisers Reported
January 2023**

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
Lester Park ES	5th Grade	\$300.00	Pizza Luce Fundraiser
Lester Park ES	5th Grade	\$700.00	Bent Paddle Fundraiser

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-1316 Network Infrastructure**
Date: February 8, 2023

Bids for Network Infrastructure equipment were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT	\$1,390,161.82
CYTRANET – DID NOT MEET BID SPECIFICATIONS	

The Technology Department (Bart Smith, Nickolas Stevermer and Daniel Litwin) and the Purchasing Department (Cathy Holman) reviewed the bid.

Bart Smith, Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by CDW Government in the amount of **\$1,390,161.82**.

Bart Smith will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Program: Technology

Fund Custodian: Bart Smith/Technology

E-RATE PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC

Duluth School District #709

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and entered into effective as of July 1, 2022 and between the INDEPENDENT SCHOOL DISTRICT #709, a public corporation under the laws of Minnesota ("**Landlord**") and NORTHWOOD CHILDREN'S SERVICES, a Minnesota non-profit corporation ("**Tenant**").

RECITALS

A. Landlord is the owner of the land, building ("**Building**") and improvements located at 4849 Ivanhoe Street in Duluth, Minnesota and commonly known as "**Rockridge Academy**".

B. Tenant provides holistic and professional care, education, and treatment for children with severe emotional, behavioral, and learning disabilities. (the "**Programs**").

C. Landlord is the local school district and provides education to eligible students residing within its boundaries.

D. Landlord will provide educational services for youth participating in Tenant's programs at Rockridge Academy.

E. Tenant desires to lease space within the Building to provide related services to the youth participating in the Programs.

AGREEMENT

Now therefore, it is agreed by and between the parties hereto as follows:

DATA SHEET

(The provisions set forth in this Data Sheet are supplemented in the General Terms portion of this Lease.)

1. **Leased Premises.** The Premises is located within the Building and includes the following spaces:

- 1. Room 115
- 2. Room 115A
- 3. Room 116A
- 4. Room 116C

5. Room 116D
6. Room 116F
7. Room 118
8. Room 119
9. Room 123
10. Room 123A
11. Room 123B
12. Room 123C
13. Room 123D
14. Room 123E
15. Room 123F
16. Room 123G
17. Room 123H
18. Room 124
19. Room 125
20. Room 128

(the "**Leased Premises**"). The Leased Premises includes approximately 3,345 square feet of space. The Leased Premises is depicted on **Exhibit A** attached hereto. In addition to the Leased Premises, Tenant may also use the common areas depicted on Exhibit A including, without limitation, the men's and women's bathrooms, the common corridors, the vestibules, the recycling room (Room 101), the gymnasium (Room 105), the faculty room (Room 114A), the meeting room (Room 113), the technical closet (Room 125A), the work room (Room 117A), and the parking areas, driveways, walkways and grounds (collectively, the "**Common Areas**") in conjunction with Tenant's use of the Leased Premises. Tenant must confirm with Landlord that these areas are not occupied before requesting use.

2. **Improvements By Landlord.** Landlord is not required to make any improvements to the Leased Premises.

3. **Term.** The Term of this Lease shall be three (3) years commencing on July 1, 2022 and ending on June 30, 2025.

4. **Rental Rate.** Annual rent is \$23,415 and is due in monthly installments on the first day of each month in the amount of \$1,951.25 each; the foregoing rental rate is inclusive of all utilities - heating, electrical service, water and garbage - and was calculated upon a rate of \$7.00 per square foot and an agreed upon square footage of 3,345 square feet.

Annual rent is subject to adjustment (positive or negative) if the parties later determine that the number of square feet included in the Premises is more or less than 3,024.

Annual rent shall be increased (but never decreased) by multiplying the annual rent as of each anniversary dates of this Lease by the CPI-U percentage of which is the most recently published Consumer Price Index. As used in this Section, "Consumer Price Index" means the Consumer Price Index Minneapolis-St. Paul, for all urban consumers, all items (CPI-U) or, if that index is discontinued, a comparable index prepared by a governmental agency or a responsible periodical of recognized authority as reasonably selected by Landlord.

5. **Permitted Use.** The Leased Premises shall be used only to provide services to youth and families relating to the Programs (the "**Permitted Use**"). The Permitted Use does not include the use of the Leased Premises as a residence.

6. **Landlord Address.** ISD #709
4316 Rice Lake Rd
Duluth, MN 55811

7. **Tenant Address.** Northwood Children's Services
714 W College St
Duluth, MN 55811

8. **Hours of Operation.** Monday through Friday from 7:00 a.m. to 4:30 p.m.; provided, however, that the Building will not be open on holidays on which the Landlord's administrative offices are closed or on days or during hours when the Landlord has announced the closure of its schools or a delay in the opening of its schools. Use of the Leased Premises during other hours must be arranged by Tenant with Landlord in advance and will be subject to Landlord's established or typical building use fees.

9. **General Terms.** This Lease includes the General Terms which follow.

LANDLORD:

INDEPENDENT SCHOOL DISTRICT #709,
a public corporation under the laws of Minnesota

By: Simone Zurich 12/21/22
Name: Simone Zurich
Title: Exec. Dir. of Finance, Business Services

TENANT:

NORTHWOODCHILDREN'S SERVICES,
a Minnesota non-profit corporation

By: Larry M. Pajari
Name: Larry M. Pajari
Title: CEO

By: Eric W. Berg
Name: Eric W. Berg
Title: Board Chair

Lease Agreement

4

GENERAL TERMS

1.0 LEASED PREMISES & TERMS:

1.1 **LEASED PREMISES DEFINED:** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Leased Premises as that term is defined in the Data Sheet, together with the right to use in common with Landlord and other tenants in the Building, and its and their employees, agents, representatives and invitees, the Common Areas, to the extent necessary to accomplish Tenant's use of the Leased Premises. The use of all Common Areas is subject to reasonable control by Landlord.

1.2 **ACCEPTANCE OF LEASED PREMISES:** Tenant acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Landlord.

2.0 **RENT:** Rent shall be in the amount set forth in the Data Sheet. Monthly installments of rent to be paid in advance on the first day of each and every month to the order of Landlord and at the office set forth in the Data Sheet or at such other place as may from time to time be designated by the Landlord in writing. A prorated monthly installment shall be paid at the current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3.0 **USE:** The Leased Premises shall be used only for the purpose set forth in the Data Sheet. In addition, no part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefor, or which will interfere with the general safety, comfort and convenience of the Landlord and other Tenants of the Building. Except for the lunch and snack programs associated with the Permitted Use, there shall be no sale of food or beverages by any means without the prior written consent of Landlord. Tenant shall not permit intoxicating liquors to be kept or sold in the Leased Premises without the prior written consent of Landlord and then only in compliance with any rules and regulations which may from time to time be adopted by Landlord and any additional conditions Landlord may deem appropriate. Tenant shall not cause or permit any unusual, noxious or otherwise disturbing noise, vibrations, odors or nuisance in or about the Leased Premises. No smoking is allowed within the Building or in any of the Common Areas. Tenant shall obtain and maintain all licenses required for its use of the Leased Premises and it shall comply with all laws regarding its use of the Leased Premises. All use of the Playground must be properly supervised.

3.1 CONTINUOUS OPERATION OF BUSINESS: Tenant shall occupy the Leased Premises and continuously conduct and operate the Permitted Use. Tenant shall install and maintain at all times in the Leased Premises such fixtures, furnishings, fittings and equipment and provide and maintain adequate stocks of supplies and make reasonable efforts to employ or otherwise staff the Leased Premises in a manner adequate to appropriately carry out the Permitted Use at all times.

4. REPAIRS BY LANDLORD: Landlord shall, at its expense, maintain the Building (except for the Leased Premises), the Common Areas and the heating, plumbing, elevator and electrical systems located within the Building, in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by the act or negligence of Tenant or Tenant's employees, agents, representatives or invitees, or caused by Tenant's default hereunder. Tenant shall give Landlord prompt written notice of any defect or need for repairs that are Landlord's responsibility after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord shall also provide routine maintenance, including snow and ice removal, general lighting and janitorial service, for the Leased Premises and Common Areas of the Building. Without limitation to the generality of the foregoing, janitorial service shall include emptying wastebaskets daily and premises vacuuming on a weekly basis.

5. REPAIRS BY TENANT: Except as provided in Section 4, Tenant shall at its own cost and expense maintain the Leased Premises in good repair, reasonable wear and tear excepted, and shall permit no waste; provided, however, Landlord shall repair and pay for any damage caused by the act or negligence of Landlord or Landlord's employees, agents, representatives or invitees, or caused by Landlord's default hereunder. Tenant shall be responsible for the replacement of any glass broken by Tenant. Tenant will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Landlord, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for the maintenance and repair of any Tenant improvements or alterations.

6. ALTERATIONS BY LANDLORD: Tenant shall permit Landlord to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Landlord, may be deemed necessary or desirable for the Leased Premises, for any other space in the Building, or for the Building itself (including access to distribution systems above the ceiling of the Leased Premises). Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenants' business. Landlord shall provide Tenant reasonable advance written notice of any alterations, renovations, improvements, restorations, and/or repairs to the Leased Premises.

7. ALTERATIONS BY TENANT: Tenant shall not make any alterations of, additions to, or improvements to the Leased Premises without the prior written consent of Landlord. Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Tenant, or claimed to have been so furnished in connection with any work performed

or claimed to have been performed in, on or about the Leased Premises. All requests for the making of alterations of, or additions to, the Leased Premises will, among other things, be submitted to the Landlord. All alterations and additions must be made pursuant to written contracts and copies of the contracts and the waivers required herein must also be submitted for Landlord's written consent. On January 1st of each year, a list of all alterations, additions or improvements made by Tenant in the previous year and their costs must be provided to the Landlord. Alterations, additions or improvements made will, at Landlord's option, be considered to belong to the Landlord upon termination of this Lease.

At the termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations and additions erected by Tenant and restore the Leased Premises to its original condition; otherwise such improvements shall be delivered to the Landlord with the Leased Premises. All movable office furnishings and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises or the Building. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Landlord may dispose of the same as Landlord deems expedient.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall in all events have the right to prescribe the weight and position of any heavy equipment placed in or on the Leased Premises by Tenant. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Tenant in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Tenant at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Landlord, and all moving of Tenant's property (materials owned by Tenant) in or out of the Leased Premises shall be done only under the direct control and supervision of Landlord; provided, however, that Landlord shall not be responsible for any damage to, or charges for moving such property.

8. **SIGNS:** The Tenant shall not display, inscribe, print, maintain, or affix on any place in or about the Building or the Common Areas any sign, notice, legend, direction, figure or advertisement, that has not been approved by Landlord.

9. **ACCESS BY LANDLORD:** Landlord, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time when the Premises are not being currently used by Tenant, or upon reasonable advance notice at times when the Premises are being used by Tenant, for the purpose of ascertaining the condition thereof, or in order to make such repairs as may be required to be made by Landlord under the terms of this Lease, or as Landlord may deem necessary, or to make any other use of the Leased Premises (it again being understood that Tenant's use is not exclusive and is limited to certain periods of time during certain days of the week). The right of entry reserved shall not be deemed to impose any greater obligation on Landlord to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The

Landlord, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Landlord may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building. In situations not deemed to be emergencies by the Landlord, the Landlord shall make a good faith effort to provide Tenant with 24 hours' notice before entering the office space, and such notice shall be deemed reasonable. Landlord, its agents, and representatives shall also have the right to enter the Leased Premises to provide janitorial services and routine maintenance without providing notice. The parties acknowledge that the Leased Premises will contain client medical records, treatment plans demographic data, and other information that is protected health information (PHI) under federal law. Landlord will notify the Tenant immediately if an inspection or entry of the Leased Premises results in a release of PHI to any person not specifically authorized by the Tenant to receive it.

10. UTILITIES:

A. **HEAT:** Landlord shall furnish heat for normal purposes only, to provide, in Landlord's judgment, comfortable occupancy during the business hours listed in the Data Sheet, holidays excepted, at Landlord's expense. Tenant agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Tenant further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without Landlord's written consent. If Tenant uses excessive services or requests the use of services at times other than the operating hours listed above, Landlord reserves the right to charge for such services. The charge shall be payable as additional rent payable with the next monthly installment. Should Tenant fail to make payment upon demand by Landlord, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Landlord to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Landlord to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

B. **ELECTRICAL SERVICE:** Landlord shall maintain electrical facilities to provide sufficient power for lighting, computers and other machines of similar low electrical consumption, at Landlord's expense. It is understood that Landlord does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Landlord. Such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

C. **KEYS:** Landlord shall furnish Tenant with two (2) keys for each corridor door entering the Leased Premises, and additional keys ordered by Tenant at a charge by Landlord. All such keys shall remain the property of Landlord. No additional locks or lock changes shall be allowed on any door of the Leased Premises without Landlord's written permission, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all

keys to the Leased Premises, and give to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

D. **GARBAGE:** Landlord shall contract for and provide standard garbage service at Landlord's expense. Any garbage service beyond standard service required by Tenant shall be paid by Tenant as an additional rental.

E. **WATER:** Landlord shall provide water to the Leased Premises at Landlord's expense.

F. **WASTE:** Tenant shall not waste electricity, water, heat, or any other utility, and shall cooperate fully with Landlord to insure the most effective operation of the Building's heating, which shall include keeping all windows closed when heat is on and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Tenant's use.

G. **TEMPORARY INTERRUPTION OF SERVICES:** Except to the extent of Landlord's negligence or intentional misconduct that contributes to any of the following, Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control, or from any temporary failure or lack of services and Tenant shall indemnify Landlord and hold Landlord harmless from any claim or damage because of such inconvenience, loss, damage or injury. No temporary variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder. For purposes of this section 10.G, "temporary" shall mean a time period not to exceed seven (7) consecutive days.

11. **LOCK UP:** At the end of each day, Landlord's maintenance team is responsible for locking up the Leased Premises.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not have the right to assign this Lease, or to sublet the whole or any part of the Leased Premises without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Landlord's obligations hereunder, Landlord shall be relieved of any and all such obligations. Landlord shall give Tenant written notice of any assignment of its rights under this Lease.

13. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this

Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. Such notice shall state Landlord's intention to terminate this Lease not less than thirty (30) days after Tenant's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Landlord shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. The Landlord shall not be responsible to the Tenant for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Tenant in, on or about the Leased Premises regardless of the cause of the damage or destruction.

14. **SUBROGATION:** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

15. **INSURANCE:** Tenant shall, at its own cost and expense to carry public liability insurance protecting Landlord and Tenant in a combined single limit amount of not less than Two Million Dollars (\$2,000,000). All policies of insurance shall name both Landlord and Tenant as insured thereunder and shall protect the interests of Landlord. Certificates of said insurance, providing for not less than fifteen (15) days' notice to Landlord prior to cancellation thereof, shall be furnished to Landlord prior to Tenant taking possession of the Leased Premises and as required by Landlord. Notwithstanding any apparent limitation in this Section to the contrary, Tenant shall provide and maintain public liability insurance in form and amounts customarily carried by prudent operators of similar businesses, and as required, if at all, by any licensing authority regulating Tenant's use of the Leased Premises.

16. **INDEMNIFICATION:** During the term of the Agreement, Tenant will indemnify and save harmless Landlord against any and all claims, debts, demands or obligations which may be made against Landlord or against Landlord's title in the Land arising out of or in connection with any alleged act or omission of the Tenant or any person claiming under, by or through the Tenant; and, if it becomes necessary for Landlord to defend any action seeking to impose such liability, the Tenant will pay Landlord all costs of court and attorneys' fees incurred by the Tenant in effecting such defenses, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgement against Landlord in the litigation in which such claim is asserted.

During the term of the Agreement, Landlord will indemnify and save harmless Tenant against any and all claims, debts, demands or obligations which may be made against Tenant or against Tenant's title in the Land arising out of or in connection with any alleged act or omission of the Landlord or any person claiming under, by or through the Landlord; and, if it becomes necessary for Tenant to defend any action seeking to impose such liability, the Landlord will pay Tenant all costs of attorneys' fees incurred by the Landlord in effecting such defenses, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgement against Tenant in the litigation in which such claim is asserted.

17. RESPONSIBILITY FOR CHILDREN: With respect to damage to the Building or grounds requiring any maintenance, repair, or replacement, (i) all children receiving educational services shall be considered the invitees of the Landlord while they are within the Building or on the grounds (including the Common Areas) and not within the Leased Premises and (ii) all children receiving educational services shall be considered the invitees of the Tenant while they are within the Leased Premises (not including the Common Areas).

18. HAZARDOUS SUBSTANCES: As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic or other ill health effect and shall include petroleum and natural gas and the derivatives and synthetics thereof. Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Tenant, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary and customary to conduct the Permitted Uses of the Leased Premises. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Tenant shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Tenant hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Tenant and Tenant shall give prompt notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall defend, indemnify and hold Landlord and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Section. This provision shall survive the termination of this Lease.

19. HOLDING OVER: Should Tenant, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over. The monthly rent during such month-to-month tenancy shall be at one and one half (1

½) times the amount of the monthly rental for the last month of the term of this Lease prior to expiration.

20. **QUIET ENJOYMENT:** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be Events of Default by Tenant under this Lease after Tenant receives thirty (30) days written notice with right to cure:

a. Tenant shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder or the respective due date.

b. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

c. Tenant shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

d. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

e. Tenant shall desert or vacate any substantial portion of the Leased Premises.

f. Tenant shall fail to substantially comply with any term, provision or covenant of this Lease.

22. **DEFAULT:** Tenant hereby agrees that in case of an Event of Default, then, in any such event, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, at Landlord's option, Landlord may annul and cancel this Lease as to all future rights of Tenant. Tenant further agrees that in case of any such termination Tenant will indemnify the Landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Tenant, loss or diminution of rents and other damage which Landlord may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Landlord, with or without knowledge of breach, nor failure of Landlord to act on account of any breach hereof, or

to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one.

In the event Tenant fails to pay any installment of rent hereunder within ten (10) days of its due date then Tenant, if permitted by law, shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment. The provision for such late charge shall be in addition to all Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

23. **REAL ESTATE TAXES:** If, because of this Lease, any real estate taxes (or taxes in lieu of real-estate taxes) or other ad valorem taxes are imposed upon Landlord or Tenant or all or any portion of the Leased Premises, the Building or the Common Areas, Tenant will pay such taxes attributable to Tenant's use of the Leased Premises.

24. **SUBORDINATION OF LEASE:** The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Tenant's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Tenant is not in default hereunder. This Section is self-operative and no familiar instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord. Tenant at the option of any mortgagees, or the Landlord under any such ground lease or underlying lease, agrees to atom to such mortgagee or Landlord in the event of a foreclosure sale or deed in lieu thereof or termination by the Landlord of any such lease. Failure of the Tenant to execute any of the above instruments within fifteen (15) business days of written request so to do by Landlord, shall constitute a breach of this Lease and the Landlord may, at its option, cancel this Lease and terminate the Tenant's interest therein.

25. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or by Tenant to Landlord shall be deemed to be complied with, when and if, the following steps are taken:

a. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the parties hereto at the respective addresses set out in the Data Sheet, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

c. Any notice or document required or permitted to be delivered hereunder by Landlord to Tenant also shall be deemed to be delivered if and when delivered personally to Tenant at the Leased Premises.

26. **RULES AND REGULATIONS:** Tenant shall observe such rules and regulations which from time to time may be put in effect by Landlord for the general safety, comfort, and convenience of Landlord and the occupants of the Building.

27. **ESTOPPEL CERTIFICATE:** Tenant agrees, within ten (10) business days after request of Landlord, to deliver to Landlord, or Landlord's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Landlord is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

28. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted subtenants, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Tenant shall not be deemed waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord. Payment by Tenant of rents with knowledge of a breach of this Lease by Landlord shall not be deemed waiver of such breach, and Tenant shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Tenant.

d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content.

e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Landlord

and Tenant and shall not be modified or amended in any manner except by an instrument in writing executed by Landlord and Tenant.

f. Time is of the essence.

29. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Section or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord has the right to terminate this Lease on written notice to Tenant.

28. **RIGHT TO RENEGOTIATE LEASE:** If (1) the day treatment or residential programs operated by Tenant in Duluth, Minnesota are discontinued or (2) expanded, then Tenant may provide notice to Landlord that Tenant wishes to renegotiate this Lease and Landlord and Tenant shall meet and endeavor to come to agreement on amendments to this Lease.

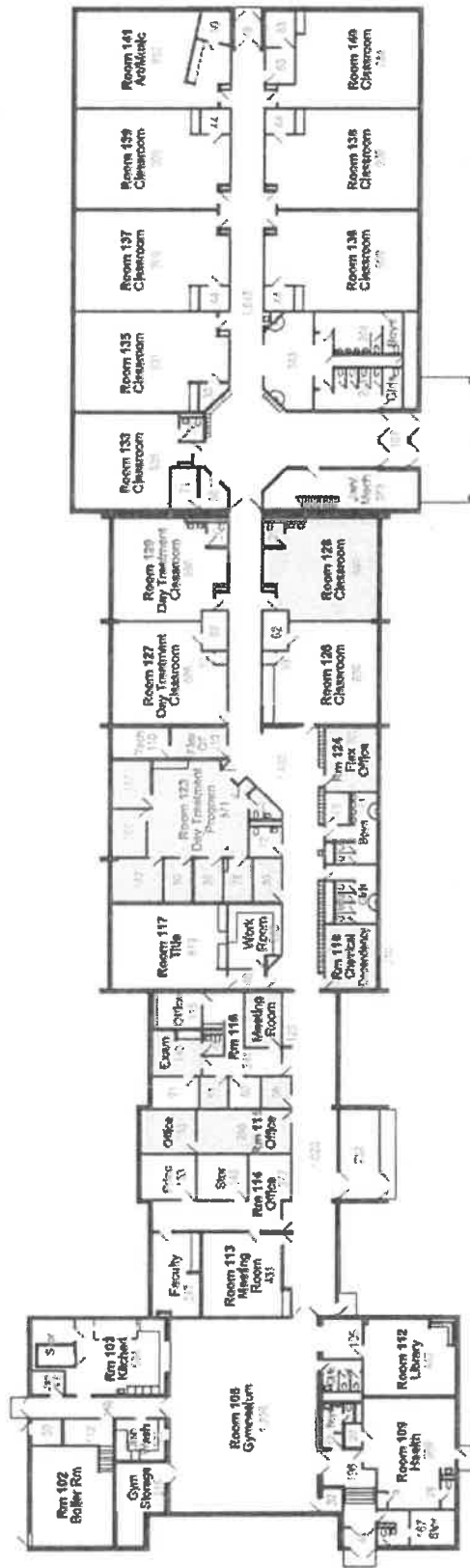
This Section 28 does not, however, require either Landlord or Tenant to agree to any amendment to this Lease. If Landlord and Tenant do not, within 120 days of Tenant's notice to Landlord, agree to make amendments to this Lease satisfactory to Tenant, then for the following 120 days, Tenant may terminate this Lease by providing written notice to Landlord.

Schedule 2

If none are listed, then "none".

EXHIBIT A

Northwoods (3,345 Total Sq.Ft.)



Rockridge Academy

Investment Proposal for Professional Services

Increasing efficiencies and strengthening
your organization

For Independent School District No. 709
January 23, 2023



WIPFLI



Your investment

While the process of conducting an audit can be very similar from accounting firm to accounting firm, the Wipfli difference includes the value you receive from our audit process.

Our audit services approach is designed to deliver you with timely, cost-effective, high-quality professional services. It centers around service excellence, communication and our continuing quest to be on the leading edge of industry changes.

Right from the start of the audit engagement, you can expect Wipfli to understand your industry and provide skilled assistance. Our well-planned approach ensures an efficient and effective audit experience.

Fees

Professional Services	2023	2024	2025
Annual Financial statement audit	\$65,000	\$66,950	\$68,960
Accounting Consultation and Preparation of Adjusting Journal Entries	15,000	15,450	15,910
Financial Statement Preparation	9,500	9,780	10,070
Total	\$89,500	\$92,180	\$94,940

Out-of-pocket expenses

Direct expenses such as travel, meals, and lodging are included in the above fee.

Assumptions

The quote above is based on the following assumptions:

- Independent School District No. 709 will be cooperative participants in the process and will effectively communicate with the auditors.

- Independent School District No. 709 staff will perform a comprehensive financial close process, and there will be minimal adjusting of journal entries. We have included a fee above to help with the close process and adjusting entries.
- Requested information will be provided on a timely basis.
- There will be no significant changes in the operation of Independent School District No. 709.
- There will be no significant new accounting or audit requirements that will impact Independent School District No. 709.
- Independent School District No. 709 will assist in the preparation, communication and resolution of confirmation exceptions.

Cost overruns

We work closely with your management team to contain the cost of professional services. We do this by:

- Making recommendations to improve efficiency and controls.
- Obtaining a comprehensive understanding of your year-end closing process. This avoids misunderstandings and inefficiencies for both your personnel and ours.
- Preparing a comprehensive listing of client-prepared workpapers.
- Using technology efficiently in workpaper preparation and audit testing.

We will work with Independent School District No. 709's staff to agree on required schedules, informational needs and due dates. Any fee adjustments required if assumptions are not met will be discussed and agreed to by Independent School District No. 709 and Wipfli before additional work is performed.

Going forward

The information contained in this proposal document is for discussion purposes only and does not constitute a binding contract between you or your organization and Wipfli LLP. If the above services and information are acceptable and you wish to proceed, we will prepare a formal engagement letter for you to sign, which will address the specific scope, responsibilities, and criteria relative to our engagement. The engagement letter will constitute the entirety of the terms and conditions of our arrangement.

**ISD 709 Data Requests Received in CY 2022
Information for School Board
Quarterly Report**


- ISD 709 Policy 722-Public Data Requests is followed
- Data requests, however received, are forwarded to Business Services & acknowledged
- All requests are tracked on a spreadsheet
 - When received, who's pulling data, communications, issues, etc
- Request for data is forwarded to appropriate department for retrieval
- Communications occur with requesting party
 - Status of request, timelines for completion, when clarifications needed
 - Discuss any fees, when data is ready
- Fees are collected before data is shared (when requesting party wants copies)
- File created for each request and stores all communications, etc. related to request
- Data requests are kept for three years (per records retention guidelines)

2022 Requests	# of Requests	In Progress	Closed
January	1	0	1
February	5	1	4
March	8	4	4
April	4	0	4
May	6	1	5
June	3	1	2
July	2	1	1
August	3	0	3
September	2	0	2
October	0	0	0
November	1	0	1
December	2	2	0
2022 Totals	37	10	27

Hours Spent on Data Requests	Staff Hours*	Requests	On Average
2022	75	37	2.0
2021	95.5	28	3.4
2020	337.75	31	10.9
2019	204	47	4.3

* Staff hours does not include hours spent by persons outside ISD709 (attorneys, etc)

Attorney Costs	Fees Collected
2022 = \$2,593.29 (thru 12/31)	2022 = \$70.50 (thru 12/31)
2021 = \$4,445.10 (thru 6/21)	2021 = \$21.00 (thru 6/21)
2020 = \$17,929.45	2020 = \$728.99
2019 = \$ 5,013.56	2019 = \$22.00

 ISD #709 Duluth Public Schools	ISD #709 45 Duluth Public Schools HOCHS Relocation Project
	Monthly Progress Report January 2023
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - Outstanding items continue to be addressed in order to receive the final Certificate of Occupancy.
- The Public Roadway/DSC/Transportation project construction progress:
 - Exterior windows have been installed at the DSC building.
 - Interior hollow metal door frames have been installed and some doors have been installed at the DSC building.
 - Interior ceiling grid commenced at the DSC building.
 - 2nd level ceiling tile installation has commenced.
 - Drywall installation commenced at the DSAC building.
 - 2nd level is completely drywalled and taping and painting is in progress.
 - 1st level drywall installation continues.
 - 2nd level casework installation commenced at the DSC building.
 - Light panel installation in ceiling grid has commenced.
 - Steel stud framing commenced and is substantially completed at the Transportation building.
 - Drywall installation has commenced in some areas.
 - The overhead doors and openers were installed at the Bus Garage.
 - Mechanical, Electrical, and plumbing rough ins continue at the Transportation building.
 - Interior door frames have been installed at the Transportation building.
- Demolition of Central High School:
 - Demolition has been ongoing.
 - The boiler room was completely demoed.
 - Foundation removal has been in progress.
 - Removal of debris has been in progress.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
 - a. Facilities:
 - i. The outstanding items are expected to be addressed in order to receive the final C of O certificate in hand.

b. DSC/Transportation/Roadways:

- i. Drywall installation to be completed throughout.
 1. Coating to follow.
 - ii. Lighting installation to be substantially completed at the DSC building.
 - iii. HVAC duct installation to be substantially completed throughout at the DSC building.
 - iv. Miscellaneous fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
 - v. Finishing floor to commence and be completed on 2nd level at the DSC building.
 - vi. Casework installation to be completed on 2nd level at the DSC building.
 - vii. Door frame installation to be completed at the Transportation building.
 - viii. Ceiling grid to be completed throughout at the DASC building.
 1. Ceiling tile installation to be completed on 2nd level and commencing on 1st level.
 - ix. Glazing & Door Frame installation will continue at the DSC building.
 - x. Drywall installation to be completed at the Transportation building.
 1. Tape and finishing to follow.
 - xi. Boilers installation to commence at Transportation building.
 - xii. MEP rough ins to continue at Transportation building.
- c. Demolition of Central High School:
- i. Demolition to be completed in the coming months.



Description

Tape and Finish Drywall - DSC

Taken Date

01/31/2023 at 10:30 am

Uploaded By

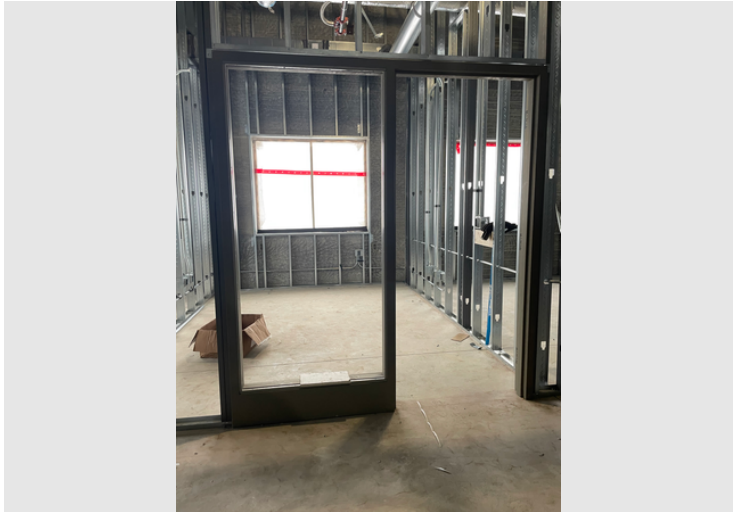
Jason Johnson

Upload Date

01/31/2023 at 10:30 am

File Name

4802D4F9-F919-4C54-917A-96EC...



Description

Interior Door Frame Installation - Transportation

Taken Date

01/16/2023 at 12:27 pm

Uploaded By

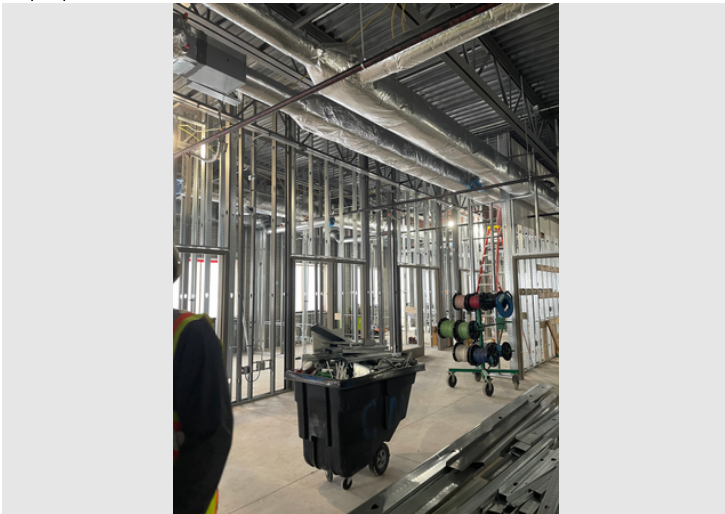
Austin May

Upload Date

01/19/2023 at 12:22 am

File Name

95DF85B6-B449-4301-A28E-B060...



Description

Metal Stud Framing - Transportation

Taken Date

01/16/2023 at 12:23 pm

Uploaded By

Austin May

Upload Date

01/19/2023 at 12:22 am

File Name

1E717004-3F3C-4EB3-AD40-895...



Description

Central High School Demolition

Taken Date

01/16/2023 at 12:15 pm

Uploaded By

Austin May

Upload Date

01/19/2023 at 12:22 am

File Name

01A5B8A1-EFBC-4B35-96A9-7C6...



Description

Central High School Demolition

Taken Date

01/16/2023 at 12:15 pm

Uploaded By

Austin May

Upload Date

01/19/2023 at 12:22 am

File Name

A1EE69EB-9241-40F2-8F9F-AE88...



Description

2nd Level Window Installation - DSC

Taken Date

01/05/2023 at 09:52 am

Uploaded By

Jason Johnson

Upload Date

01/05/2023 at 09:52 am

File Name

851C3525-A6C8-4288-976B-3809...



Description

2nd Level Window Installation - DSC

Taken Date

01/13/2023 at 11:22 am

Uploaded By

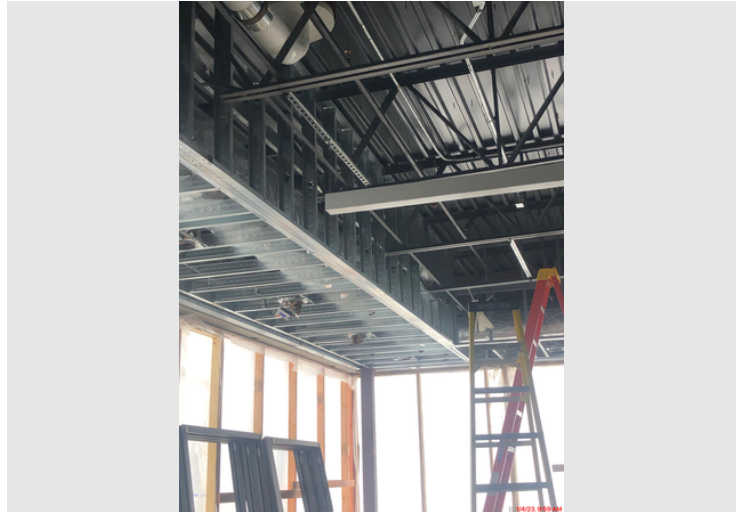
Jason Johnson

Upload Date

01/13/2023 at 11:23 am

File Name

1DEF9040-3B3D-4B87-9EE2-6F8...



Description

2nd Level Soffit Framing - DSC

Taken Date

01/04/2023 at 09:59 am

Uploaded By

Jason Johnson

Upload Date

01/04/2023 at 09:59 am

File Name

8DD33CE4-1B8F-44B8-AE4B-4AF...



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

February 7, 2023

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
January 2023**

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
Jamar	\$149,260.00*	Facilities (DR)	Emergency replacement of boiler for Stowe ES. Funds will come from LTFM budget
Ken Willms	\$21,000.00*	Business Services (DU)	Consultant services for Jeremy Kasapidis and other leadership in ISD 709 Transportation Dept.
William Polson	\$15,000.00*	Business Services (DU)	Consultant services for routing in ISD 709 Transportation Dept.
Southwest West Central Service Coop	\$1,1600.00*	Technology (DR)	Student data privacy protection
Dr. Dan Ninham	\$6,000.00*	Am. Indian Education (DR)	Northern Indigenous Games – The focus of this school wise presentation is to acknowledge the heritage of, create awareness and education of American Indian people. Presentations will take place at Congdon, Myers-Wilkins, and Lowell ES
The Modern Classrooms Project	\$75,000.00*	Curriculum/TLE (DR)	Virtual mentorship program for participating ISD 709 educators
Lake Superior College	\$150.00*	Early Childhood	Rental of LSC conference room for Early Childhood/Head Start staff meeting
Pamela Rees	\$8,000.00*	Early Childhood	Consultation services/training for Early Childhood Director

Misty Anderson	\$7,000.00*	Special Services (DR)	Facilitate communication between deaf and hard-of-hearing students and their peers, staff, and other adults using sign language
Creation Station	\$1,900.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Pres Nursery School	\$1,075.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Tiffany Fenner	\$375.00*	Office of Education Equity (OEE) (DR)	Six classroom presentations plus two hours of project creation preparation and two hours of materials preparation for a total of 7.5 hours
Madison Meyer	\$600.00*	Office of Education Equity (OEE) (DR)	Contractor is helping to start an after school Mandarin club for ISD 709 students
Sean Burns Step with Soul	\$10,000.00*	Duluth Community School Collaborative (DR)	Provide training on the art of step bi-weekly on Saturdays from 10am – 1pm at Denfeld HS Paid for with ESSER, OEE, and Denfeld budgets
Liz Raihala	\$225.00*	Lakewood ES (DU)	Two musical performances at Lakewood ES
Lake Superior College	\$2,000.00*	East HS (DU)	Supervision and evaluation of up to 20 Intro to Nursing students through their practicum experience



THE JAMAR COMPANY | 4701 MIKE COLALILLO DR. | DULUTH, MN 55807-2762 | PHONE 218.628.1027 | FAX 218.628.1174

January 20, 2023

ISD 709

Attn: Mr. Corey Karren
Proposal: 23-S-0017
Scope: Stowe Elementary Boiler Replacement Project
Location: Duluth, MN

The Jamar Company is pleased to provide the following proposal to perform the subject project as detailed below.

1. Our proposal is based on **providing/including** the following:
 - A. Demolition and disposal of existing 3 million BTU Aerco boiler
 - B. The installation of one 3 million BTU Fulton Endura+ condensing boiler
 - C. Piping modifications to connect water and gas to the new boiler
 - D. Insulation of new water lines
 - E. Route condensate drains and boiler relief lines
 - F. Electrical allowance of \$2,000 is included
 - G. Venting allowance of \$3000 is included assuming that the 8" x 10" combustion intake transition is acceptable
 - H. Concrete housekeeping pad modifications
 - I. Factory start-up

2. Our proposal is based on **excluding** the following:
 - A. Temporary heating and cooling
 - B. Boiler controls (by others)
 - C. Replacement of control valves
 - D. Water treatment

3. Our proposal is based on the following general **exceptions and / or clarifications**:
 - A. Proposal includes current pricing on all material and equipment. Pricing on material and equipment is valid for 15 days from the date of this proposal and must be repriced if work is extended beyond that date.
 - B. Work will be conducted between the business hours of 7:00 am and 3:30 pm, Monday through Friday excluding holidays, weekends or overtime periods.
 - C. Additional work, performed by Jamar due to changes in out-of-scope items, will be performed on a lump sum or time and material basis, at your option.
 - D. In the event, after the acceptance of a purchase order, new tariffs or duties come into effect which impact the cost of materials included in the equipment or work supplied under this proposal, Jamar shall have the right to increase the overall price of such equipment or work to reflect the increased cost of such material to Jamar.

4. Our proposal is based on working under the national service and maintenance agreement.
5. Our proposal does not include work with or the removal or disposal of any hazardous material. Removal and disposal of hazardous material, required to complete specified work, is a customer / owner responsibility.
6. Our proposal does not include performance or payment bonds. Cost to provide any required bonds is \$3.09 per \$1,000 of project value.
7. Payment Terms: net 30 days (*note: all invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts*).
8. Our proposal is based upon the scope of work per the walkthrough with Corey Karren. A signed authorization to proceed must be provided prior to the performance of any additional work or change in project schedule or scope.
9. Please incorporate the above terms into all related purchase orders and/or contracts.

In closing, Jamar proposes to complete the subject project, as summarized above, for the lump sum price of **\$149,260.00 (ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED AND SIXTY DOLLARS)**.

We appreciate the opportunity to provide pricing for this project and look forward to discussing this project further with you. If there is any other way we can be of assistance, please contact me at (218) 428-2734.

signature on last page

- A. Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph E above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
- G. Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:
- | | |
|---|---|
| Workers Compensation
Employer's Liability including "Stop Gap" | Statutory Limits
\$1,000,000 each accident |
| Commercial General Liability | \$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$4,000,000 general aggregate (per project) |
| Commercial Automobile Liability | \$2,000,000 Bodily Injury and Property Damage
Combined Single Limit |
- A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.
- H. Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- I. Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN.
- J. Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

signature on next page

In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

THE JAMAR COMPANY

ISD 709

Signature: Andrew Bronson

Signature: Simone Zurich

Name: Andrew Bronson

Name: Simone Zurich

Its: Project Manager

Its: Exec. Dir. of Business Services

Date: January 20, 2023

Date: 1-24-23

Federal Tax ID: 41-1509431
State Tax ID: 3186956

The Jamar Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of December, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Kenneth Willms, 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 12-16-22 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 \$ 50.00 hourly and \$ 21,000 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 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)
685 County Rd 8 Holyoke MN 55749 .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ken Wilton [REDACTED] 12-16-22
Contractor Signature SSN/Tax ID Number Date

Tommy Zurch 1-17-23
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).

03	E	013	760	720	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

Tommy Zurch 1-17-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and William Polson, 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 1-24-23 and shall remain in effect until 7-1-23, 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 \$ 35 hourly and \$ 15,000 in total.

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

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

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

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

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

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

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

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

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

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

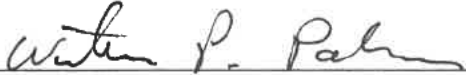
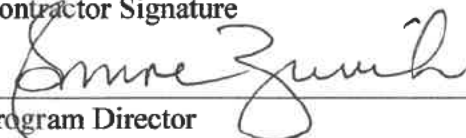
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


[REDACTED]
1-24-23
 Contractor Signature SSN/Tax ID Number Date

1/24/23
 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).

03	E	013	760	720	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

1/24/23
 Date



SWWC Data Privacy Program Services Agreement

This contract, entered into this 8th day of December 2022, by and between SWWC Service Cooperative located at 1420 E College Dr; Marshall, MN 56258, hereinafter referred to as *SWWC*, and Duluth Public School District #709 located at 4316 Rice Lake Road, Suite 108; Duluth, MN 55811 hereinafter referred to as *Contracting District*, witnesseth:

Term:

The term of this Agreement shall commence upon full execution of this contract and shall continue through June 30 of the next fiscal year (the "Initial Term").

Initial Term of Service: Start of Service Date THROUGH June 30, 2024

Rates:

SWWC Data Privacy Program Base Fee	\$1,600.00 /school district/annually
Per Student Fee, based on Student Enrollment	\$0.40 /student/annually

Note - Pro-rated pricing for services beginning after July 1 is not available.

Calculation of Student Enrollment:

The student enrollment numbers used shall be those identified by the Minnesota Automated Reporting Student System (MARSS) as of the October 1 Fall Enrollment from the prior fiscal year. The number of students calculated shall be those enrolled in pre-kindergarten through 12th grade education.

Payment:

SWWC shall invoice the Contracting District annually for the Services provided under this Agreement during the corresponding fiscal year. Upon commencement of this Agreement, SWWC shall invoice the Contracting District for services to be provided within the first fiscal year of service. The Contracting District agrees to remit payment to SWWC for all invoices within 45 days of receipt. A 1.5% finance fee shall be assessed, and compound on a monthly basis, for invoice balances not paid by their due date.

Definitions:

- Technology Provider - established in Minnesota Statute 13.32.subd.1.g. and defines a provider of systems or solutions utilized in a school district as a part of a one-to-one deployment or

otherwise that create, receive or maintain education data. Technology providers can be in the form of hardware, software, apps, extensions, plugins, websites, and other solutions that may result in the creation, processing, or maintenance of education data.

- **Approved Technology Provider** – A Technology Provider that has been vetted and determined to be in compliance with the statutory requirements of the Minnesota Student Data Privacy Law as defined within Minnesota Statute 13.32.

Services:

Definition of services provided by SWWC covered by this agreement:

1. SWWC shall provide to Contracting District access to the SWWC Data Privacy Program. The Program will provide the Contracting District with several services and functions that will include the assembly of a "Technology Provider" inventory. The listing included in this agreement may not be comprehensive as the Program continues to develop and mature.
2. The Program shall provide a service, that when appropriately implemented by the Contracting District, will provide solutions allowing the Contracting District to develop the materials necessary to provide parents and students with annual notifications of Technology Providers in use within the Contracting District school system.
3. SWWC shall provide through its Clearinghouse approval statuses of Contracting District Technology Providers that are discovered both through automated and manual processes.
 - a. Contracting District understands that the status of Technology Providers in the Clearinghouse is determined by assessing the provider against requirements of Minnesota State Law, and the Clearinghouse determined status of products applies universally to all school districts participating in the SWWC Data Privacy Program.
4. SWWC shall hold a contract with on behalf of Contracting District to fulfill the contractual obligations of this agreement. The cost of the 3rd party service is covered by the costs associated with this agreement.
 - a. Contracting District shall be provided with access to automated "Technology Provider" discovery tools provided by a 3rd party service provider
 - b. Contracting District will have access to a Technology Provider Inventory of approved Technology Providers that have been identified as being in use in their schools.
 - c. SWWC will provide Contracting District with the ability to view lists of those Technology Providers found to be in use in their schools that are not currently approved.
5. Data Privacy Agreements will be obtained from Technology Providers for the SWWC Data Privacy Program. Upon finalization of Data Privacy Agreements with Technology Providers, a fully executed copy of the agreement will be made available through the Clearinghouse and attached to the records available through to Contracting District and through their Technology Provider Inventory listing.
 - a. Contracting District confirms that as a Minnesota School District, it is expressly authorizing SWWC Service Cooperative, a public agency defined as Independent School

District 991, a statutorily defined joint powers organization under Minnesota Statute 123A.21, to negotiate and execute Data Privacy Agreements on Contracting District's behalf, and Contracting District shall recognize the Data Privacy Agreement as Amendment E to its contract with the defined Technology Provider.

- b. SWWC will not, unless expressly authorized to do so under a separate contractual agreement, enter into any agreement that commits Contracting District to any financial obligation to a Technology Provider.

In consideration of services covered by this agreement:

1. SWWC will, in good faith, evaluate Technology Provider contracts which may consist of their Terms and Conditions, End User License Agreement, Privacy Policy, Data Privacy Agreement, and other documentation provided by the Technology Provider to provide evidence of their compliance with the Minnesota Student Data Privacy Law.
 - a. SWWC shall not be responsible for any errors or omissions in the assessment of a Technology Provider's compliance.
 - b. SWWC shall not be responsible for any documentation or statements provided by a Technology Provider to make these determinations.
2. Contracting District shall review all Technology Provider records identified as being in use in its schools.
 - a. Contracting District shall notify SWWC of any known Technology Providers not listed as being in use to have them manually added to the Contracting District's inventory.
 - b. Contracting District shall notify SWWC of any Technology Providers identified as being in use, but not authorized for use in its schools that should be removed from the Contracting District's inventory.
 - c. Contracting District is completely responsible for the timely direct annual communication to parents and students as required by law.
3. Through participation in the SWWC Data Privacy Program, SWWC and Contracting District will be working collaboratively and in good faith to perform due diligence in the evaluation and vetting of Technology Providers. Contracting District acknowledges that it is ultimately responsible for the accuracy of data representing its schools and ensuring that the requirements of the Minnesota Student Data Privacy Law are satisfied for Contracting District's schools.

Indemnification. Contracting District maintains ultimate responsibility for its compliance with all applicable laws. Contracting District agrees to defend, indemnify, and hold SWWC harmless against and from any and all claims, actions, legal proceedings, damages, and expenses, including attorney's fees arising out of or relating to SWWC's provision of video conferencing services to Contracting District pursuant to this Agreement.

Entire Agreement. This Agreement contains the entire understanding of the parties regarding its subject matter, and supersedes all prior negotiations, understandings and agreements of the parties with respect thereto.

Amendment. The express terms of this Agreement shall control and supersede any course of performance and/or customary practice inconsistent with such terms. Any agreement between the parties hereafter made shall not change or modify this Agreement unless in writing and signed by the party against whom enforcement of such change or modification is sought.

Interpretation. Governing Law. No provision of this Agreement shall be interpreted for or against any party to this Agreement because that party or that party's legal representative or counsel drafted such provision. This agreement shall be governed by Minnesota law.

Partnership. Nothing in this Agreement is intended or shall be construed to create a partnership, or any relationship other than that which is expressly identified in this contract between SWWC and Contracting District. Upon termination of this contract, all identified partnerships and relationships described in this contract shall also be terminated.

IN WITNESS WHEREOF, Parties hereto have executed this agreement the day and year first above written.

**DULUTH PUBLIC SCHOOLS, DIST 709
DULUTH , MINNESOTA**

**SWWC SERVICE COOPERATIVE
MARSHALL, MINNESOTA**

BY: *Simone Zurich*
(Designee Signature)

BY: _____
(Chairperson)

Simone Zurich
(Designee Printed Name)

(Clerk)

January 3, 2023
(Date)

(Date)

Signature:

Email: randy.erdman@swsc.org

Budget code: 01 E 012 108 000 305 000

SWWC Service Cooperative Contracts Summary

	22-23 Contracts	23-24 Contracts
Member: Duluth Public School		
Child Count on Contracts	-	8,487
Membership Dues (One-Time)	\$0.00	\$50.00
Administrative Solutions		
Environmental/Occupational Health & Safety Management Program	\$0.00	\$0.00
Health & Safety Management Assistance	\$0.00	\$0.00
Drug & Alcohol Services	No	No
Regional Management Information Center		
<ul style="list-style-type: none"> • Business/SMART Systems Services • Business UFARS Support Services without access to SMART Systems • MARSS/Other Revenue Reporting Services • Extended Services Subscription 	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Technology Services		
<ul style="list-style-type: none"> • Basic Technology Services • Supplemental Technology Support & Integration Block Hours • Technology Coordinator and/or Integration Services • E-Rate Coordination Services • Comprehensive Cyber Security • Student Data Privacy Program • Email Security Service • Email Archiving Service • Secured Remote Backup Service • Website ADA Accessibility and Usability Support with Siteimprove • OnDemand IT Certification and Training Solution with Stormwind Studios • Learn360 Video and Digital Curriculum Content Service 	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$4,994.80 No No No No No No No	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$4,994.80 No No No No No No No
Educational Solutions		

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Dan Ninham, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 5th, 2023 and shall remain in effect until June 30th, 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 **\$ 650 per day and a hotel room for consecutive day bookings, \$100 per additional event out of school time and \$ 6,000.00** in total.

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

____Dan Ninham P.O. Box 652 Red Lake , MN 56671 _____.

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.

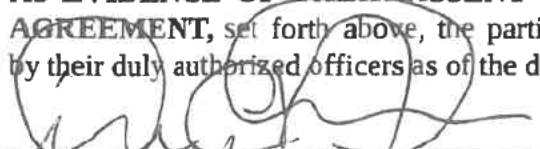


17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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 _____ SSN/Tax ID Number  Date 1-6-23

 Program Director _____ Date 1/20/2023

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

This contract is funded by either:

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

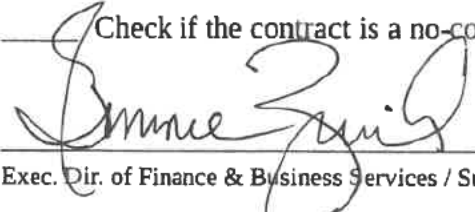
Please check the appropriate line below:

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

01	E	005	605	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 _____ Date 1-23-23

Program plan / Budget - Northern Indigenous Games Jan. 2023
American Indian Education Jamie de la Cruz

Total Students = Program Plan / Budget

The focus of this school wide presentation is to **acknowledge the heritage of, create awareness and education of American Indian people specifically Oneida, Dakota, Anishinaabe tribal knowledge, culture, values, and language.** As identified in the **Duluth American Indian Education Department (DAIE) Program Plan,** and to focus on the specific goal areas at these sites :

Area 2 : Support Academic Achievement of American Indian Students

Area 3: Make Curriculum Relevant to the needs, interest, and cultural heritage of American Indian Pupils

Area 4: Provide positive reinforcement of the self-image of American Indian Pupils

Area 5: Develop intercultural awareness and education among pupils, parents, staff, and community.

Northern Indigenous Games with Dr. Dan Ninham @ Duluth Public Schools varies sites. (6 school presentations, Feb. 2/9 and 2/10, 2/13 and 2/14, 3/16 and 3/17). Dr. Dan Ninham is scheduled to come to Duluth Public schools and teach Northern Indigenous games. Congdon school has requested 2 days with Dr. Ninham, Myers-Wilkins and Lowell will have 1 day each, the 2 other days / sites TBD.

Dates:	Thursday	2/9	Monday	2/13	Thursday	3/16
	Friday	2/10	Tuesday	2/14	Friday	3/17

Cost : The cost for this presenter is **\$650 / per day, and a hotel room for consecutive day bookings.** This includes professional development if it occurs within the same school day following student dismissal. **Additional out of school time event, occurring the same day,** (professional development, family or community activity, etc.) **is an additional \$ 100.00.**

Budget :	6 days	@	\$ 650.00	=	\$ 3900.00
	3 day / hotels	@	\$ 200.00 (estimate)	=	\$ 600.00
	3 community / event	@	\$ 100.00 (optional)	=	\$ 300.00

Total : **6 days / 3 community events** **=** **\$ 4800.00**

TRAINING & SUPPORT AGREEMENT

This Agreement (the "Agreement") is entered into as of 1/19/2023, by and between The Modern Classrooms Project, a nonprofit corporation organized under the laws of the District of Columbia, located at 15 14th St SE, Washington, DC 20003 ("TMCP"), and Duluth Public School District, located at 4316 Rice Lake Road, Duluth, MN 55811 ("Sponsor").

WHEREAS, Sponsor wishes that TMCP provide certain services and TMCP's performance of such services are of mutual interest and benefit to the TMCP and Sponsor; and WHEREAS, TMCP's performance of services hereunder will further its educational objectives in a manner consistent with its status as a non-profit, tax-exempt, charitable institution;

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any sums to be paid, the parties hereto agree as follows:

1. Scope of Work: Virtual Mentorship Program (Reserved Seats)

TMCP will provide Sponsor **100 full subscriptions to TMCP's online Mentorship Program**, to be used by educator(s) selected by Sponsor. For each subscription, each participant shall receive:

- ❖ Full access to TMCP's premium online course for Duluth Public School District educator(s).
- ❖ Virtual coaching and detailed feedback from one of TMCP's expert mentors.
- ❖ Eligibility for CEUs/graduate credits upon completion (*additional fees required*)

The cost of each subscription is \$750; In total, 100 subscriptions will cost \$75,000.

MCP shall reserve 100 full Mentorship Program subscriptions Duluth Public School District Educators. The 100 subscriptions are guaranteed through June 2024 beginning with the 2023 MCP Virtual Summer Institute.

The Modern Classrooms Project will support enrolled Duluth educators by:

- ❖ Providing a \$500 stipend for educators who complete the Virtual Mentorship Program. This stipend will be paid directly from Modern Classrooms to educators who complete the Modern Classrooms Virtual Mentorship Program. This payment will be completed by 6/30/24.
- ❖ Providing implementation support through leadership support and on site visit(s) throughout the 2023-2024 school year.

Budget Code: 01 E 005 211 160 304 011

2. Use of Subscriptions: Virtual Mentorship Program (Reserved Seats)

79

TMCP shall enroll Sponsor's educators in its Mentorship Program as part of regularly occurring Mentorship Program sessions.

TMCP considers a Mentorship Program subscription to be used as of the date on which the educator using that subscription's Mentorship Program session begins. After the start date of that session, the educator's subscription may no longer be transferred or refunded.

After 6/30/24, all Mentorship Program subscriptions purchased by Sponsor are non-refundable, and TMCP shall not be obligated to provide any further Mentorship Program subscriptions to Duluth Public School District or its educator(s) under this agreement.

Upon request and at any given point prior to 6/30/24, TMCP shall promptly provide Sponsor with updates about the number of Mentorship Program subscriptions that have been used to date.

3. Payment: Virtual Mentorship Program (Reserved Seats)

- a) In order to reserve 100 full subscriptions to TMCP's online Mentorship Program, Sponsor **shall pay TMCP a total of \$75,000.**
- b) To secure payment, TMCP shall send to Sponsor, on or before 7/1/23, a single numbered invoice in the amount of **\$75,000**. This invoice shall be due for payment within thirty (30) days of receipt.
- c) In the event that Sponsor wishes to arrange a different plan for payment, requests for alternative arrangements shall be made in writing to finance@modernclassrooms.org.
- d) All payments made hereunder shall include the invoice number and be made by ACH transfer, credit card, or check to The Modern Classrooms Project, 15 14th St SE, Washington, DC 20003.

4. Independent Contractors

The relationship of Sponsor to TMCP shall be that of an Independent Contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer, or joint venture. Sponsor shall not permit any of its officers, directors, agents, employees, representatives, contractors, successors, assigns, or anyone acting on their behalf to represent or hold out itself or themselves as employees, agents, or representatives of TMCP or as authorized to make any commitment to incur any obligation on behalf of TMCP. Duluth Public School District reserves the right to monitor and evaluate services under this contract.

- a) Sponsor understands and acknowledges that TMCP, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("TMCP Background Intellectual Property"). TMCP shall retain all rights to such TMCP Background Intellectual Property. Nothing in this Agreement shall confer any right to Sponsor to acquire by assignment or license, exclusive ownership or use of TMCP Background Intellectual Property.
- b) Copyright in materials created for the performance of the Scope of Work ("Deliverables") shall vest in TMCP.
- c) TMCP hereby grants to Sponsor an irrevocable, royalty-free, nonexclusive license to use any such copyright to the Deliverables for non-commercial internal purposes.

6. Termination

- a) This Agreement may be terminated (i) for convenience by either party upon sixty (60) days written notice to the other party; or (ii) if either party materially breaches this Agreement, and the non-breaching party provides the breaching party with thirty (30) days advance written notice of termination, and such breach is not remedied within such thirty (30) day period.
- b) Upon written notice, TMCP shall proceed in an orderly fashion to limit or terminate any outstanding commitments and to conclude the work. All costs incurred by TMCP associated with termination shall be allowable including, without limitation, all unreimbursed or non-cancelable costs or commitments incurred or obligated and work performed prior to the effective date of termination, which shall include all appointment of staff prior to the effective date of termination.
- c) In the event of any early termination, TMCP shall submit a final financial report within sixty (60) days of the effective date of termination, accounting for all costs incurred and funds received.
- d) Neither party will be responsible for or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed party. Such causes include, but are not limited to, acts of God, acts of government, embargoes, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, hurricanes, fires, floods, or any other circumstances of like character. The party whose performance is delayed or prevented shall promptly provide to the other party written notice of the existence of and the reason for such non-performance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

7. Scope of Agreement

- a) This Agreement, including any exhibits, attachments, and documents referenced herein, which are incorporated into this Agreement, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.
- b) No amendment, modification, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by an authorized representative of each party.

8. Governing Law

The laws of the District of Columbia, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of the District of Columbia. The parties agree that a final judgment in any such suit, action, or proceeding may be enforced in other jurisdictions as provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

The Modern Classrooms Project

Duluth Public School District

Signature: Kareem Farah

Signature: Simone Zurich

Name: Kareem Farah

Name: Simone Zurich

Title: CEO

Title: Exec. Dir. Business Services

Date: 1/19/23

Date: 1-23-23

AGREEMENT NO: F-302-2321

82

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
23	700000	9394	\$150.00		



MINNESOTA STATE

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 **ISD 709, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811** ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean:

Lake Superior College, 2101 Trinity Road, Duluth, MN 55811
Classroom C241

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: **10-15.**

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 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, February 3 from 10:00am – 12:00pm**
- **Friday, March 3 from 10:00am – 12:00pm**
- **Friday, April 7 from 10:00am – 12:00pm**
- **Friday, May 5 from 10:00am – 12:00pm**
- **Friday, June 2 from 10:00am – 12:00pm**

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of **One Hundred Fifty and 00/100 Dollars (\$150.00)**, 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: **ISD 709**
Contact Name and Title: **Sherry Williams, Duluth Preschool Coordinator; Head Start Director**
Address: **4316 Rice Lake Road, Suite 108, Duluth, MN 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, 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.
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, 2101 Trinity Road, Duluth, MN 55811** 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:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - 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.
 - 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.
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

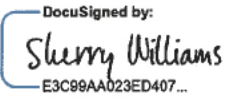
AGREEMENT NO: F-302-2321

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

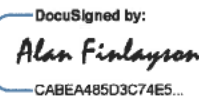
Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)	
	
Title	Preschool Director
Date	1/20/2023 3:48:55 PM CST

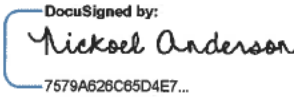
3. VERIFIED AS TO ENCUMBRANCE (if applicable)

By (authorized signature)	
Title	
Date	

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)	
	
Title	vice President of Administration
Date	1/20/2023 5:00:09 PM CST

4. AS TO FORM AND EXECUTION

By (authorized signature)	
	
Title	Director of Business Services
Date	1/23/2023 8:21:41 AM CST

Certificate Of Completion

Envelope Id: 9DAD7B0AC577420E8C3F207BF9F1840E
 Subject: Complete with DocuSign: ISD 709_Feb-June, 2023_second room.pdf
 Source Envelope:
 Document Pages: 6 Signatures: 3
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Jennifer Jacobson
 30 7th St E Ste 350
 Saint Paul, MN 55101
 jennifer.jacobson@lsc.edu
 IP Address: 204.77.44.52

Record Tracking

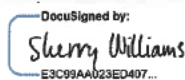
Status: Original
 1/20/2023 3:23:01 PM
 Holder: Jennifer Jacobson
 jennifer.jacobson@lsc.edu

Location: DocuSign

Signer Events

Sherry Williams
 sheryl.williams@isd709.org
 Preschool Director
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 Sherry Williams
 E3C99AA823ED407...

Timestamp

Sent: 1/20/2023 3:25:55 PM
 Viewed: 1/20/2023 3:48:44 PM
 Signed: 1/20/2023 3:48:55 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 24.158.25.240

Electronic Record and Signature Disclosure:
 Accepted: 1/20/2023 3:48:44 PM
 ID: 30b0a3a6-499f-4b2d-af90-51f2efab54e2

Alan Finlayson
 alan.finlayson@lsc.edu
 Vice President of Administration
 Lake Superior College
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

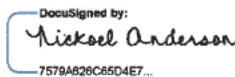
 Alan Finlayson
 CABEA485D3C74E5...

Sent: 1/20/2023 3:48:58 PM
 Viewed: 1/20/2023 5:00:04 PM
 Signed: 1/20/2023 5:00:09 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.44.52

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Nickoel Anderson
 nickoel.anderson@lsc.edu
 Director of Business Services
 Lake Superior College
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 Nickoel Anderson
 7579A626C85D4E7...

Sent: 1/20/2023 5:00:12 PM
 Viewed: 1/23/2023 8:21:35 AM
 Signed: 1/23/2023 8:21:41 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.44.52

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of January 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Pamela Rees, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of January 5, 2023 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)*
Consultation on Self Assessment, Enrollment Reduction, No Cost Waivers, Community Needs Assessment and other grant specific items; Observations in classrooms with challenging behavior; Assistance in developing a FA2 Monitoring Checklist, and other mutually agreed upon topics.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$8000 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
7240 York Ave S #105 Edina MN 55435

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.

Pamela Rees



January 5, 2023

Contractor Signature SSN/Tax ID Number Date

[Handwritten Signature]

1.15.23

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005 579 503 185	152
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

[Handwritten Signature]

1/23/23

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of December, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Misty Anderson, 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: *Misty Andersen will be available on an as-needed basis. A 24 hour cancellation notice will be given.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 12, 2022 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *To facilitate communication between deaf and hard-of-hearing (DHH) students and their peers, our staff and other adults, using sign language. Interpreters will model signs for DHH students during instructional and non-instructional periods, such as playtime and school related extracurricular activities. The educational interpreter provides interpreting and support services (educational tutoring) to students who are DHH being educated in their local school district. To inventory learning platform module content and provide access for DHH students through translating and captioning media. Other duties may be performed when they do not interfere with interpreting include tutoring, participation in meetings and being an active member of the school's educational team.*

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 \$35.00 hourly and \$ 7,000.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Misty Anderson, 987 88th Ave West, Duluth, MN 55808 .

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

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

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

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require


the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.


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

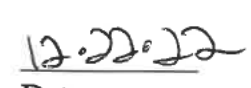
18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.


THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

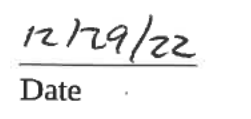
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature


 SSN/Tax ID Number


 Date


 Program Director


 Date

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

This contract is funded by either:

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


Please check the appropriate line below:

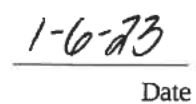
Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	405	740	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

MEMORANDUM OF INSURANCE Date Issued 12/09/2022

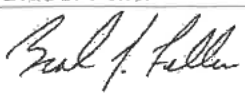
<p>Producer Association Member Benefits Advisors, LLC. In CA dba Assn. Member Benefits & Insurance Agency P.O. Box 14576 Des Moines, IA 50306-3576 1-800-375-2764</p>	<p>This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.</p>
---	---

<p>Insured Misty D Andersen 987 88th Avenue West Duluth, MN 55808</p>	<p>Company Affording Coverage Liberty Insurance Underwriters Inc.</p>
--	---

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.
 The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability IntreptDeaf SE Interpreter	AHY-941813005	01/04/2023	01/04/2024	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000

PROOF OF INSURANCE

<p>Memorandum Holder: PROOF OF COVERAGE ONLY</p>	<p>Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.</p>
	<p>Authorized Representative Brad J. Feller</p>
	

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station, 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 January 9, 2023 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 (5 days per week) Monday, Tuesday, Wednesday, Thursday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 2101 Trinity Road, Duluth, MN 55811.

The approximate date the service will begin is January 9, 2023 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 92 Days (attending 5 days per week. The District will pay 5 days per week @ \$100.00 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 \$100.00 per week and \$1,900.00 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 Creation Station at 2101 Trinity Road, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Julie Muehle 41-1927587 1/13/23
Contractor Signature SSN/Tax ID Number Date

Jason Bean 1-10-23
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

[Signature] 1/11/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, 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 January 17, 2023 and shall remain in effect until May 25, 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) Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is January 17, 2023 and shall not extend beyond May 25, 2023; the contract not to exceed a total of 51 Days (attending 3 days per week. The District will pay 3 days per week @ \$215.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd. Suite 103, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$215.00 per month and \$1,075.00 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Pres Nursery School, 4430 McCulloch Street, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Sandra M. Kelley 410705829 1/31/23
 Contractor Signature SSN/Tax ID Number Date
John Cone _____ 1/25/23
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Ernie Zumbiel _____ 1-30-23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

© Lakeside Pres Preschool T-Th 8:30-11:30

ISD 709 Calendar 2022-23 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2			1	2	3	4	5	6							2	3							1
																	</												

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of December, 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 cultural learning experience for grades 4 and 5.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 19, 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.

Tiffany Jenner _____ 12-19-21
 Contractor Signature SSN/Tax ID Number Date
Nathan Smith _____ 1-4-23
 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	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

Erin Zurch _____ 1-6-23
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of Jan, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Madison Meyer, 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 12/1/22 and shall remain in effect until 10/30/23, 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 \$ 20 hourly and \$ 1000 in total.

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

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

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

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

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

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

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

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

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

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

4314 Rice Lake Rd
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) 212 Corner Creek Place, Parkersburg MN 55315 :
Carver,

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.

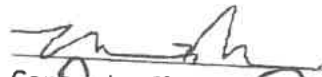

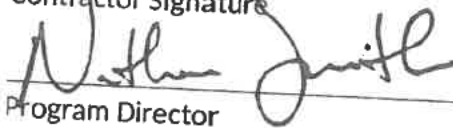
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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


 Contractor Signature _____ SSN/Tax ID Number  Date 12/28/22

 Program Director _____ Date 1/13/23

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

This contract is funded by either:

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

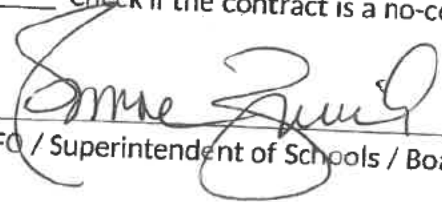
Please check the appropriate line below:

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

01	E	005	005	313	305	311
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 1/24/23

Fwd: Message from KM_554e

1 message

Alyssa Thompson <alyssa.thompson@isd709.org>

Tue, Jan 24, 2023 at 12:19 PM

To: Brett Mensing <brett.mensing@isd709.org>

Please find attached contract.

Here is the performance I don't believe I attached (whoops!)

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.

Thank you!

----- Forwarded message -----

From: <copier@isd709.org>

Date: Tue, Jan 24, 2023 at 12:12 PM

Subject: Message from KM_554e

To: <alyssa.thompson@isd709.org>

--
Alyssa Thompson

Senior Office Support Specialist | ext. 3047

Office of Education Equity | 218-336-8714

ISD #709 - Duluth Public Schools

4316 Rice Lake Rd - Suite 103

Duluth, MN 55811

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.

 **SKM_554e23012412120.pdf**
1504K

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Sean Burns-Step With Soul, 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 January 14th, 2023 and shall remain in effect until May 27th, 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.**

-Sean Burns will provide training on the art of step bi-weekly on Saturdays from 10am-1pm.

-Sean Burns will travel to Duluth to provide this service at Denfeld High School, unless prior plans are made to meet elsewhere.

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 \$10,000 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - i. \$10,000.00 down payment
 - ii. ISD 709 will not be liable for paying further invoices issued by contractor
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 415 N 1st Street Apt 205, Minneapolis, MN 55401.

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.

In the event that ISD709/DCSC is unable to lock in the second payment of \$10,000 by the last day of January; Sean Burns will adjust curriculum to end in April instead of May for a second payment of \$5,000.00 instead of \$10,000.00 final payment.

*This is only if absolutely necessary and not recommended.

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

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

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

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

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

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

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

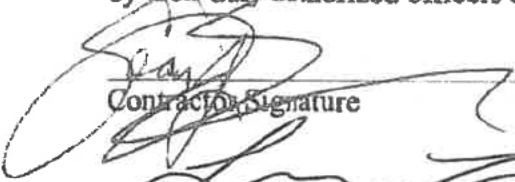

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 1/11/23

 Program Director _____ Date 1/11/23

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).

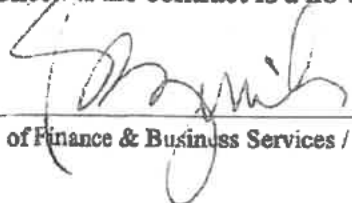
Please check the appropriate line below:

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).

ESSER (\$6,000)	01	E	005	211	161	305	205
Denfeld (\$3,000)	01	E	215	298	000	401	420
OEE (\$1,000)	01	E	005	640	313	305	315
	XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 _____ Date 1/11/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sean Burns

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.
415 N 1st Street Apt 205

6 City, state, and ZIP code
Minneapolis, MN. 55410

7 List account number(s) here (optional)

Requester's name and address (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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 Date ▶ 12/18/22

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.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of Dec, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Liz Raihala, 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 Dec. 1 2022 and shall remain in effect until Dec 20, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
2 musical performances at Lakewood ES
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 \$ 72 hourly and \$ 225 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: Breta Menzinger, 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.

Elizabeth Rachala _____ 12-13-22
 Contractor Signature SSN/Tax ID Number Date

Kenneth J. Garland _____ 12-13-22
 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	500	298	000	401	420
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] _____ 1/11/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lake Superior College, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 1, 2023 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)*

Supervision and evaluation of up to 20 Introduction to Nursing students through their practicum experience. Assist ISD 709 Instructor, Kimberly Olson, through the practicum experience dates.

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 \$45 hourly and \$ 2000 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: Simone Zunich , 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 (Lake Superior College, Attn: Anna Sackette-Urness, Dean of Allied Health, 2021 Trinity Road, 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

**No Cost Contracts Signed
January 2023**

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
Duluth Harbor Cams	Facilities/Tech	Duluth Harbor Cams has entered in to a MOU in order to place a new harbor camera on top of Lincoln Park Middle School
Therapeutic Services Agency	MTSS/TLE	Providing mental health services to staff/students in ISD 709
True North AmeriCorps	MTSS/TLE	MOU agreeing to allow AmeriCorps staff to work/provide services to students in need at Laura MacArthur and Stowe ES
Harmony Therapy Services	Head Start	Addendum to change company name to existing contract and add EIN instead of SSN. Original contract was not to exceed \$37,050.00 and remains the same. Preschool mental health consultant services are provided by this contractor
Conflict Resolution Center	Denfeld HS	MOU stating CRC and Denfeld HS staff must work together as a team to effectively meet the needs of DHS students as it relates to supplementing restorative practices and open communication

**DULUTH HARBOR CAMS
LINCOLN PARK MIDDLE SCHOOL
LEASE**

This Lease Agreement is between Duluth ISD 709 (LESSOR) and Dennis O'Hara, (LESSEE) acting for the benefit of the Duluth Harbor Cams.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **Leased Premises.** LESSOR grants and LESSEE accepts the use of the following Leased Premises as a location for one camera to be installed to be used for viewing by boat watchers, weather reporting, and authorized citizens who have the proper credentials to view the camera.
 - 1.1. A designated area located on the roof of the Lincoln Park Middle School
 - 1.2. Site Address: 3215 W 3rd St, Duluth MN 55806
 - 1.3. **Term.** This Lease Agreement is for a term of Five (5) Years, commencing on January 1, 2023 and continuing through December 31, 2028.

2. **Rent.** LESSEE & LESSOR have agreed upon a no cost MOU.

3. **Duties of LESSOR.**

3.1 LESSOR shall provide LESSEE with access to the Leased Premises with reasonable notice when site is staffed during normal work days.

3.2 LESSOR shall provide LESSEE with electrical and internet service to operate the camera equipment.

4. **Duties of LESSEE.**

4.1 LESSEE shall pay for the cost of any necessary electrical or internet required equipment and its installation.

4.2 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.

4.3 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.

4.4 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.

5. **Liability.** LESSEE shall be liable for injury to or loss of property or personal injury or death caused by an act or omission of an employee of LESSEE in the performance of this contract, under circumstances where LESSEE, if a private person, would be liable to the claimant in accordance with Minn. Stat. §3.736. Nothing in this Agreement is


intended to be construed as a waiver of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other law, legislative or judicial, limiting governmental liability.

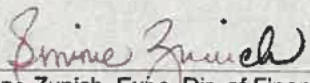
6. **Termination.** Either party for any reason may terminate this Agreement at any time upon giving thirty (30) days prior written notice of termination to the other party.
7. **Compliance with Other Laws.** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

DULUTH INDEPENDENT SCHOOL DISTRICT 709

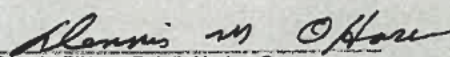
 1/23/23
Dave Spooner, Manager of Facilities

 1/23/23
Simone Zurich, Exec. Dir. of Finance & Business Services

Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

 1/23/23
Dennis O'Hara, Duluth Harbor Cams

**MEMORANDUM OF UNDERSTANDING
BETWEEN THERAPEUTIC SERVICES AGENCY AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Therapeutic Services Agency, a community mental health provider, and the Duluth Public Schools, Independent School District (ISD) #709;

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the Therapeutic Services Agency and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, the Therapeutic Services Agency, desires to extend specialized mental health therapy services to Duluth school buildings by mental health professionals to support students who are deaf or hard of hearing;

THEREFORE, the Therapeutic Services Agency and Duluth Public School District agree that it is in the best interest of deaf and hard of hearing students and their families to enter into this Memorandum of Understanding;

This Memorandum of Understanding is to enable and structure the collaboration between the Therapeutic Services Agency and Duluth Public School District ISD #709 in its implementation of creating educational successes for deaf and hard of hearing students by providing quality, culturally appropriate therapeutic services to students with unmet mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Therapeutic Services Agency and Duluth Public School District

It is understood that Therapeutic Services Agency and Duluth Public School District staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties 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 Therapeutic Services Agency

Students served by Therapeutic Services Agency are clients of this organization and subject to the same rights and responsibilities as clients served in the organization's clinic settings.

Therapeutic Services Agency will:

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery.
2. Locate therapist(s) at Duluth schools in order to provide mental health services.
3. Employ and be responsible for its therapists placed at Duluth Public Schools.
4. Maintain appropriate professional liability insurance.
5. Accept mental health referrals for deaf and hard of hearing students from school district staff.
6. Share student/client information with school staff as needed and with the consent of the student/guardian.
7. Obtain parental permission to provide mental health services.

8. Maintain and own mental health records of students served.
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District shall not be responsible for the cost of services delivered by the Therapeutic Services Agency.
10. Meet periodically with Duluth Public Schools administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
11. Therapists will make every effort to avoid academic scheduling conflicts for students without administrative permission when possible.
12. Therapists will work with school staff to develop a schedule in effort to not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of Duluth Public School District

1. Meet with Therapeutic Services Agency administrative staff to plan a system of mental health service delivery.
2. Provide Therapeutic Services Agency therapist/s with appropriate and private office space.
3. Inform school staff of the Therapeutic Services Agencies' services available and work with the Therapeutic Services Agency staff to develop a system to identify and refer deaf and hard of hearing students that may be in need of mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by the Therapeutic Services Agency.
4. Meet periodically with Therapeutic Services Agency administration/therapists to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail:

ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, ~~215 North 1st Avenue East, Duluth, MN 55802.~~ *4316 Rice Lake Rd. 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 Jacqlyn Davoll 220 Railroad St. SE, Pine City, MN 55063.

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.

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.

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.

Terms. This Memorandum of Understanding will begin effective the date of 12-25-2022 and will continue ongoing unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party two (2) months prior written notice.

Confidentiality. Therapeutic Services Agency and Duluth Public School District 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. Therapeutic Services Agency and Duluth Public School District agree that they will not at any time disclose confidential information and/or material without the 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.

Signed: *Jacqueline Davoll*
Therapeutic Services Agency

Date: 12/28/2020

Signed: *Simone Zurich*
Simone Zurich, Director of Business Services

Date: 1/6/23

**True North AmeriCorps
Partner Site Agreement
Service Term 2022-2023**



Partner Site: ISD 709 Duluth Public Schools Stowe Elementary Laura MacArthur Elementary	Number of Members and Hours Awarded	
	35 Hours/Week: 1 Stowe, 1 Laura Mac	18 Hours/Week:
	25 Hours/Week: 1 Stowe, 1 Laura Mac	14 Hours/Week:
Partner Site Lead Contact Name: Callie DeVriendt (District) Jessa Cook (Stowe) Jim Erickson (Laura MacArthur)	Email: callie.devriendt@isd709.org jessica.cook@isd709.org James.Erickson@isd709.org	
Site Supervisor Name(s): Michaela Sperl (Stowe) Jim Erickson (Laura MacArthur)	Email(s): michaela.sperl@isd709.org James.Erickson@isd709.org	

This Agreement is between True North AmeriCorps (hereafter referred to as the "Program" or "TNAC") and the agency listed above (hereafter referred to as the "Partner Site" or "Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as "Member") to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and academic enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

**THIS AGREEMENT MUST BE SIGNED AND RETURNED
PRIOR TO MEMBER START DATE**

ATTN: Alice Werle, TNAC Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: awerle@duluthymca.org

KEY ROLES:

- **AmeriCorps** (formerly Corporation for National and Community Service or CNCS) is the independent federal agency responsible for the coordination and granting of National Service and AmeriCorps dollars. AmeriCorps brings people together to tackle the country's most pressing challenges relating to education, poverty, environment, and equity. www.americorps.gov
- **ServeMinnesota** is the State Commission for National Service that directly oversees True North AmeriCorps. ServeMinnesota staff carry out high level program oversight, compliance, and obtain regular reports from the program www.serveminnesota.org
- **True North AmeriCorps (TNAC or the program)** is an AmeriCorps State program hosted by the Duluth Area Family YMCA. TNAC staff are responsible for member management including on-boarding, training, and termination; site management; reporting; and maintaining compliance with all AmeriCorps regulations.
- **Duluth Area Family YMCA (The Y)** is the organizational host for the TNAC program and responsible for all program management. The Y sets member safety and personnel policies, issues invoices and manages cash match payments, and distributes member benefits. duluthymca.org
- **Partner Site** Provides both the location and support for True North AmeriCorps members. Partner Sites provide direct supervision and coaching for the members as well as space for members to perform their service. Must hold nonprofit, school, or government status.

- **Lead Contact** Generally the School Principal or Executive Director, this is the person authorized to make financial commitments on behalf of the organization and is responsible for signing the Partner Site Agreement. The Lead Contact is the primary person for partner site agreement, cash match invoices, and other items.
- **Site Supervisor** A staff of the Partner Site who provides the most direct supervision and support to the member and generally serves as the program's main point of contact during the service term. The Site Supervisor oversees and directs day-to-day activities including initial training, hosts regular member check ins, documents time spent supporting members, attends TNAC supervisor training, provides access to data, and approves member timesheets.
- **True North AmeriCorps Member (TNAC Member or Member)** An individual who commits to providing direct service to the community while hosted and supervised by the Partner Site. The Member is not an employee, intern, or volunteer of the Partner Site, but rather a participant of a National Service program serving the community through their site.

PLEASE NOTE: *Placement of True North AmeriCorps members for the 2022-2023 year is dependent on joint member recruitment efforts with the site. Completing the RFP and signing this agreement does not guarantee placement of a member.*

PARTNER SITE RESPONSIBILITIES

Partner Sites agree to take on a variety of responsibilities when they are selected to host a True North AmeriCorps member. It is essential the Partner Site is willing and able to dedicate staff time and resources to the program. TNAC staff support Partner Sites in meeting the expectations and goals of the program. The Partner Site agrees to meet the following requirements to maintain a positive status with the Program. A positive status does not guarantee continued participation or member placement.

COMMUNICATION AND DOCUMENTATION

- 1) **Program Information.** The Partner Site is responsible for tracking, archiving, communicating, and following through on information presented at site visits, site supervisor meetings, and additional information shared by the Program. Email is the Program's primary method of communication.
 - a. It is critical that the Site Supervisor and Member have regular email access.
- 2) **Contact Information.** The Partner Site will inform the Program of any changes in the leadership of the Partner Site including but not limited to the Site Supervisor and the Lead Contact. The Partner Site will immediately provide updated contact information including email and phone number should a change occur.
- 3) **Documentation.** The Partner Site will maintain records, make reports, and submit all relevant documents required by the Program concerning matters involving the Member or the Program. This includes, but is not limited to, email, meeting notes, and other correspondence that may aid in the investigation of the Member's service and completion or termination. Member-related records will be maintained and accessible for a minimum five years after the member has been exited.
- 4) **Site Supervisor.** The Partner Site must assign a Site Supervisor to provide regular, direct support to their Member. Site Supervisors must complete a background check; attend the Program's annual orientation and trainings; review and approve Member timesheets and documentation in a timely manner; participate fully as a partner of the Program by attending meetings, special events, displaying the AmeriCorps signage, promoting AmeriCorps through program and site public relations, and other activities as appropriate.
- 5) **Pandemic Operations Plan.** Prior to member placement, True North AmeriCorps partner sites are required to have a pandemic operations plan. This plan must align with MDH and CDC guidelines and include details of how members, staff, and students will be kept safe. This should include

guidelines for people exposed to, showing symptoms of, or waiting for COVID test results, sanitizing procedures, social distancing procedures, and how this information is communicated to others.

MEMBER MANAGEMENT AND COMPLIANCE

Recruitment. The Partner Site is responsible for taking an active role alongside the Program in member recruitment. The Partner Site is expected to share recruitment materials with its networks. The Partner Site will abide by the following nondiscrimination policies when interviewing, selecting, and supervising the Member.

- Provide equal opportunities without regard to factors such as race; color; national origin; sex; sexual orientation; gender identity; religion or beliefs; age; disability; political affiliation; marital or parental status; military service; or religious, community, or social affiliations.
- The Program is dedicated to recruiting and maintaining qualified individuals with disabilities and those from diverse backgrounds.
- Reasonable accommodations must be made available to all qualified applicants upon request.
- The Program aims to have year-round positions filled at the start of the service term, but will continue to recruit and onboard full year members through early spring.

Member Selection The Partner Site agrees to work jointly with TNAC staff to select and place True North AmeriCorps members at their site. *The Program reserves the right to make the final decision regarding the selection and placement of AmeriCorps members.*

- All applicants MUST complete an online application www.truenorthamericorps.org/apply and an initial screening with the Program before they are eligible for selection.
 - **Members may not begin accruing hours until they have fully completed the Program’s enrollment process.** The Program will notify the Site of the Member’s official site start date.
- Partner Sites that have elected to have their member assigned will not be required to complete the interview process outlined below, but will have the opportunity to view the members’ application and references as well as voice any concerns.
- **Interview Process**

TNAC	Reviews applications and completes member screening to ensure the candidate meets minimum qualifications and is able to fulfill the essential functions.
TNAC	Contacts the Site Supervisor with applicant information and references
SITE	Schedules an interview with the candidate within <i>1-2 business days</i> of receiving candidate information from TNAC
SITE	Interview candidate using <u>mandatory interview questions</u> and reviewing specific position/site information.
SITE	Notifies the Program in a timely manner (1-2 business days) if they believe the candidate will be a good fit for their organization and position.
TNAC	Approves the Site to offer the position to the candidate.
SITE	Offers position to candidate, notifies the Program of acceptance or rejection.
TNAC	Upon member acceptance initiates the pre-enrollment process. Informs Site and Member of official start and end dates.

On-Site Training and Support The Site Supervisor is responsible for providing initial and ongoing site-specific support to the True North AmeriCorps Member including but not limited to the following:

- **Site Supervisor:** The Partner Site must designate a staff person(s) to be the Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). This individual must be designated before a member can be placed at the site.

- The Partner Site must allow sufficient time for Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings. 148
 - If the designated Site Supervisor is not able to complete the program term (e.g., they take a leave of absence from their position at the site), the Partner Site is required to designate someone to be the Site Supervisor for the remainder of the program term.
- **Site Orientation:** Provide the Member with an initial orientation to the Partner Site including mission and goals, structure, expectations, space, staff introductions, resources for support, personnel policies, and procedures including emergency procedures in the event of a natural or manmade disaster. Use the provided Member Onboarding Checklist to ensure you are prepared.
 - Involve the Member in all appropriate staff meetings, retreats, and training events.
 - Complete/submit the Expectations and Obligations Form in the member's first week.
 - Sites will ensure members are adequately trained in youth supervision and safety.
 - Sites will provide members with safety training on any chemical cleaners or other products the member will be asked to use.
- **Weekly Schedule and Timesheet Approval:** Develop the Member's weekly schedule, allow time during the "work week" for on-site AmeriCorps related research, reporting and evaluative activities. Be aware of required off-site training and development meetings as scheduled by the Program, and other relevant meetings or activities.
 - **Maintain documentation of the Member's service hours including date, times in and out, and general activities.** These records will be used when approving or rejecting member timesheets in OnCorps twice monthly and submitted upon request.
 - The Site Supervisor and Member will use OnCorps to regularly monitor the Member's hours/week needed ensuring it stays close to target and adjusting the schedule accordingly
 - *Failure to approve member timesheets in a timely manner may result in the member's living allowance being withheld until timesheets are approved.*
- **Supervision:** Provide daily support and general supervision of the member. Hold regularly scheduled check in meetings minimum of twice per month. Check-in meeting agendas should include hours and required AmeriCorps items such as data collection as well as member challenges and successes this time must be documented by the Supervisor in OnCorps as in-kind hours.
 - The Supervisor must observe the member interacting with youth at least once per quarter to provide feedback and recommendations using positive youth development practices.
- **Performance management:** Set clear expectations for the member at the beginning of the term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.
 - Work with Program Staff if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc.
 - The Partner Site does not have the authority to terminate a member. The Partner Site must document issues and contact Program Staff to implement the performance management procedure as outlined in the Program handbook.
 - The Supervisor will retain documentation of any performance concerns.
 - The Site Supervisor will complete a mid and end-of-term member performance evaluation.
 - The Site Supervisor, Member, and Program staff will meet twice per term for Site Visits.

Service Activities and Member Role The Site Supervisor is responsible for developing and monitoring the daily service activities of the Member and ensuring their role meets the goals of the Program and align with the member essential functions. Keep in mind that at no time should an AmeriCorps Member displace/replace an employee, position, or volunteer.

- **Member Essential Functions:**

- Builds positive and healthy relationships with youth at site
 - Maintains emotionally and physically safe environment for students
 - Uses youth development best practices to plan and lead enrichment programming
 - Coordinates and delivers formal and informal activities, lessons, and “teachable moments” to build targeted social emotional learning skills for identified youth
 - Regularly tracks caseload attendance and progress. Administer surveys and other data collection, reviews results with site supervisors to develop intervention plans and goals
 - Maintains data entry including weekly and monthly reports using online databases
 - Recruits, screens, trains, and documents the impact of program volunteers
 - Develops and implements projects to engage youth in service learning and leadership
 - Fosters an inclusive environment appreciative of differences. Meaningfully participates in and leads efforts to support the Y’s commitment to equity and diversity.
 - Supports the community’s ability to navigate COVID-19 through activities like food distribution, cleaning and sanitizing, distance learning, or virtual programming
 - Communicates regularly and effectively with True North staff, on Site Supervisor, and other site personnel via phone, email, online systems, and verbal interactions
 - Participates in all required True North AmeriCorps meetings and trainings including initial and ongoing training provided in person, online, and via independent assignments
- **Service Activities** should provide the Member with a meaningful and unique role within their site, allowing for leadership development over time and primarily benefiting youth in the community.
- Activities must align with the Essential Functions of the position and be in compliance with all Program regulations as outlined in this agreement and provided by the Program including non-displacement and non-duplication.
 - **AmeriCorps members may not count in sites’ staff to student ratios**
 - The Member will not engage in ongoing administrative duties, such as filing, copying, mailing unless these activities are directly related to the approved Member service activities.
 - The Partner Site must notify the Program immediately of concerns that the member is not meeting the Essential Functions of the position with or without accommodations. The Program will work with the Site to provide reasonable accommodations when applicable.
 - Generally individuals other than the Site Supervisor should not assign tasks to Members unless they have received training from Program Staff.
- **Fundraising Activities** Members may not engage in nor conduct any fundraising activities that support the Partner Site's general operating expenses, including financial campaigns, endowment drives, solicitation of gifts and bequests, and grant writing. Members may spend no more than 10% of their service performing fundraising activities. Fundraising is limited to direct support of program activities.
- **Safety & Field Trips** The Member will not engage in activities that pose a significant safety risk to themselves or others or activities which they do not feel reasonably safe performing including but not limited to the following:
- The Site Supervisor is responsible for ensuring a safe environment and safe activities for the member. The site must provide training on site-specific activities to mitigate risk of injury.
 - Members should never be the only adult present when off site with students.
 - Members may not participate in out-of-state or overnight field trips without prior written approval from the Program Director.
 - Members may not attend field trips that include youth swimming or playing in bodies of water if a lifeguard is not present.
 - Members may not ice skate during service hours. They may attend ice skating field trips and support student supervision off ice or on the ice not wearing skates.
 - If a member ever feels unsafe on site for any reason they have the right to leave the service site and contact program staff who will do an investigation of the circumstances. If the partner site is deemed to be unsafe the member will be re-assigned, the partner site will receive no refund for any cash match paid.

- **Caseloads** TNAC members are expected to maintain and track a caseload of 20-30 unduplicated K-8 students at their site. In order to see positive outcomes, members are expected to meet with 30 caseloads about 30 minutes per week with 30+ intervention sessions over their service term.
 - **Eligibility** The Site Supervisor will identify participants for the Member's caseload using historical knowledge, referrals, and/or registration materials. Eligible youth must possess all of the following factors:
 - Be in grades K-8
 - Regularly attend the program (30 interventions reasonable goal)
 - Have evaluation consent (through program site)AND one or more of the following:
 - Be identified as needing additional support socially, emotionally, academically or behaviorally by a teacher, guardian, social worker, or program staff
 - Qualify for free or reduced lunch
 - **Interventions** include positive relationship building activities, social emotional learning skill building, and academic enrichment programming.
 - In accordance with the Y's Policies, members may not have planned 1:1 interactions with youth in spaces not easily observed or interrupted by other site personnel.
 - In rare cases, due to the nature of programming at some sites, members may be unable to identify a caseload. In this case, members are still expected to fulfill the essential functions of their position, this may include the facilitation of one time or sporadic community and/or family-focused programming that engages the community at large in SEL concepts.
- **Civic Engagement** The Site Supervisor will encourage Member efforts to work collaboratively with other Members, Partner Sites, or youth serving agencies to address youth needs in the community. Members will be given leadership opportunities as appropriate to their service.
 - Full year members will be asked to facilitate a youth-led service learning project in the spring for Global Youth Service day. This may be built into their regular caseload intervention activities or be separate.
- **Service Environment** The Partner Site and Site Supervisor agree to maintain a safe service environment including adequate training on health and safety procedures specific to the Site, in addition to the following:
 - Maintain an environment in which the Member may feel valued and respected.
 - Maintain a service environment free from sexual or other kinds of harassment.
 - Provide materials and a reasonable work space for the member to fulfill their responsibilities including desk space, a computer, office supplies, access to a printer and a phone
 - The Partner Site will follow the guidelines of the Drug Free Workplace Act and all local and federal employee safety laws.
- **Identifying as AmeriCorps Site** Partner Sites will ensure effective relevant communication about the AmeriCorps program, Member role, and AmeriCorps restrictions to other staff, volunteers, board members, and/or the broader community. This includes but is not limited to:
 - Prominently display AmeriCorps signage within public view and post the Prohibited Activities list within regular view of the Member and Site Supervisor.
 - Support Member in wearing AmeriCorps gear/logo regularly if not daily.
 - Remind Member to identify as an AmeriCorps Member during their service such as within an email signature and on name tags in place of a "job title"

Data Sharing and Collection Partner Sites are required to assist Members with effective data collection and storage. *Specific data procedures will be provided to the Member and Site Supervisor by the Program.*

- You are responsible for collecting and retaining evaluation consent from the students' legal guardians. You can send a separate consent form, such as this one, or we can work with you to develop one specifically for your site.
- **Support** The Site Supervisor will assist the Member with data collection, including but not limited to providing access to student records or registration forms, observational recording, the administration of surveys, and the accurate recording of service time including intervention sessions and youth progress, volunteer mobilization including number of volunteers and hours; and service projects.
 - The Member will be provided with access to participant data including demographics for reporting purposes and other relevant information needed
 - Supervisors will provide time and resources including computer and internet access during the members normally scheduled hours to collect and analyze data.
 - The Member may assist in other Partner Site data collection as relevant to their position and/or the Site continuous improvement.
- **Types of Data** The member will be asked to collect and report the following data:
 - Caseload student demographics including name, gender, race/ethnicity, birthday, grade, free/reduced price lunch status
 - Number of times & amount of time the member meets with each youth weekly
 - Types of interventions the member provides for each student
 - Student's SEL competencies measured by DESSA pre, mid, and post
 - Student goals and progress
 - Number of meals distributed for food security efforts (if relevant)
 - Number of volunteers mobilized and total hours served (if relevant)
- **Consent** Partner Site will include True North AmeriCorps on data collection consent forms signed by guardians at start of service term or will send home additional data consent forms.
 - The Site is responsible for maintaining appropriate data collection consent, signed by a parent or guardian, for every student on file before any collection begins.
 - The Partner Site will provide a reasonable amount of information to the participants' parents/guardians regarding the Program purpose and Member service activities.
 - Provide the member with access to participant data including demographics (race, gender, age, socioeconomic status)
- **Confidentiality and Storage** The Partner Site will ensure Members are aware of and comply with all organizational confidentiality policies, best practices, and legal requirements including providing the member with a safe place to store information.

Additional Compliance

- **Injury and Concerns** Notify the Program immediately of any problems or concerns with the Member or their service. Resources are available to assist in resolving such challenges.
 - Report any injuries the Member obtains while serving to the Program Director within 24 hours. Sites must use the Y's Incident Report and First Report of Injury
- **Member Removal** If, for any reason, the Member withdraws or is released from the Partner Site or the Program, there exists no guarantee of the assignment of another member.
 - The Program reserves the right to remove the Member from the Partner Site in the event of non-compliance with this agreement, insurmountable challenges between the Member and Site, or other significant reasons as deemed appropriate by YMCA HR.
 - Members must be released to aid in relief efforts related to natural or man-made disasters at the direction of Program staff.

- **Financial Compensation** The Partner Site may not provide the Member with monetary compensation, beyond the living allowance provided by the Program, for AmeriCorps service hours.
 - The Partner Site is generally prohibited from employing the member during their service.
 - With written pre-approval from the Program Director, the site may employ and compensate the Member for hours beyond their AmeriCorps service only if the duties performed are entirely separate in nature and do not overlap with service time.

D. REQUIRED YMCA AND FEDERAL AMERICORPS POLICIES

YMCA Child Abuse Prevention Policy: The Site Supervisor must ensure member activities are compliant with all site child protection policies in addition to the Y's Child Abuse Prevention policies and procedures as partially outlined below, in full within the Supervisor Handbook, and [linked here](#). For questions or further information contact Cheryl Podtburg Duluth Area Family YMCA Risk & Safety Manager cpodtburg@duluthymca.org 218-722-4745 x 115

- **Physical Contact Policy** Any inappropriate physical contact by TNAC members towards program participants will result in disciplinary action, up to and including termination.
 - ***The use of physical restraints by TNAC members is strictly prohibited.** If a member believes a youth is at risk of hurting themselves or others, measures should be taken to remove others, relocate to a safe space away from violence, notify supervisors, and determine what additional help is required. *Training in physical restraints obtained from outside organizations including the Partner Site are not accepted.*
- **Verbal Interactions** Members are prohibited from speaking to youth in a way that is, or could be construed as harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning, or humiliating. Members must not conduct sexually oriented conversations with or around youth.
- **One-on-One Interaction** TNAC members are prohibited from private one-on-one interactions with youth. In situations where one-on-one interactions are unavoidable, members should observe the following guidelines to manage the risk of abuse or false allegations of abuse:

Guidelines for One-on-One Interactions

- Always move to a public place where you are in full view of others.
- Avoid physical contact that can be misinterpreted.
- If meeting in a room or office, leave the door open or move to an area that can be easily observed by others passing by.
- Inform other adults you are alone with a youth and ask them to drop in.
- Document and immediately report any unusual incidents, including disclosures of abuse or maltreatment, behavior problems and how they were handled, injuries, or any interactions that might be misinterpreted.
- Inform your supervisor any time that you are in a one-on-one situation with a participant.

- **Electronic Communication** Any private electronic communication between Members and youth, including the use of social networking websites like – Facebook, Instagram, Snapchat, instant messaging, texting, online gaming sites, etc. – is prohibited. All communication between members and youth must be able to be monitored by others, i.e. parents, care-givers, supervisors, co-workers.
 - Electronic communication initiated by a youth participant to a member should be immediately redirected to approved, transparent and monitored channels. Members should notify their supervisor of any youth-initiated private communication via electronic means immediately. TNAC members are accountable to be fully knowledgeable of social media policies and follow them at all times.
- **Cell Phones** While serving youth, Members are generally not permitted to use electronic communications devices including internet use, text messaging and/or emailing pictures. Personal communication/cell phone use during service is prohibited outside of member breaks. Use of personal electronic devices to contact (via voice, text, or pictures/video) program participants for personal and/or inappropriate reasons shall be grounds for termination.
 - Occasions in which Members will need to use personal or organizational issued communication devices include: field trips, on-site essential communication, off-site programs, and in the case of emergencies. In these cases, use must be public and should be limited to necessary contacts only.

- **Gift Giving** Members should not give gifts to non-relative youth participants. If a member wishes to do something to support a particular youth or family, they should contact the Risk & Safety Manager to determine the best course of action. If a member wishes to purchase something for an entire group of children, they should contact their supervisor to determine the best course of action.
- **Babysitting** TNAC members are strongly discouraged from providing babysitting services to participants they have met through their service. While it cannot be prohibited, the following policies must be followed:
 - Members are prohibited from soliciting, advertising or in any way offering personal babysitting or related services to any program participant during service hours.
 - Members are prohibited from transporting children to or from Y, Partner Site, or other TNAC programs, in personal, babysitting, or 1:1 situations
 - Prior to babysitting for any family, members must notify the Program Director.
- **Overnight Activities** As a general rule, the Y does not allow overnight travel or trips. If there is a desire to run an overnight event with TNAC support (such as a lock in), the Site Supervisor must contact the TNAC Program Director. Any overnight activities will need to be approved by the Y's Risk and Safety Manager.

YMCA Driving Policies True North AmeriCorps members may be asked to drive as part of their service role. A Partner Site that anticipates having the member drive must inform the program in advance and abide by the policies listed below. *A partner site may not require the member to drive in situations in which they do not feel safe doing so.*

- All Members driving for TNAC service purposes must possess a current valid driver's license and their driving record must meet the qualifications of the Y's insurance carrier. It is the responsibility of every individual operating a Y association vehicle, partner site vehicle, or their own vehicle for TNAC service purposes to drive safely and obey all traffic, vehicle, safety and parking laws and regulations.
- **Prior to driving a Y or Partner Site Vehicle TNAC Members:** Complete a Motor Vehicle Report Background Check; Review and sign the "YMCA Driver Safety Agreement;" Submit a copy of valid driver's license to YMCA HR; Complete the West Bend Defensive Driving course
 - Y Vehicles may not be used for personal purposes. Members placed at non-Y sites may contact the TNAC Program Director to reserve Y vehicles for TNAC service-related purposes.
 - Partner Sites providing vehicles for members to drive must ensure the member has completed the steps above, feels comfortable driving the vehicle, and that the vehicle meets Minnesota requirements for safety, licensing, and insurance.
- **Legal Responsibilities:** The member is responsible for all speeding, parking, and driving related tickets and citations received while operating YMCA owned vehicles. Any tickets or citations received by the Y, other than those related to maintenance, will be submitted to the member who operated the vehicle at the time. While driving for TNAC service-related business members are expected to follow posted speed limits, practice defensive driving, wear seat belts, and take a sufficient number of driving breaks. Members may not use cell phones or smoke while operating a Y vehicle
- **Personal Vehicles:** In some instances it may be necessary for a TNAC member to drive their personal vehicle for the purpose of TNAC service-related activities. Members must maintain personal auto liability insurance aligning with Minnesota regulations. The Y is not responsible for any damages or fines incurred while conducting business in a personal vehicle.
 - **Members may not transport children or volunteers/staff under 18 in their personal vehicle for any reason.**
 - Partner Sites requiring Members to use their personal vehicle must provide mileage reimbursement for service-related driving 50 miles or greater from the Member's service site. Mileage may not be provided for
- **Transporting Kids:** TNAC Members may transport participants to and from programs and activities. Therefore, the following guidelines and policies apply:

- Authorized transportation should only happen in approved YMCA or Partner Site vehicles.¹⁵⁴ Members are never to transport children in their personal vehicles.
- Members are never allowed to transport youth in a one-on-one situation.
- Members must follow the Transportation Best Practices listed below.

○ **Transportation Best Practices**

- Require written permission from the primary caregiver for all youth on the trip. Take a copy of these permission forms and medical releases with them on the trip.
- Require a roster of the youth on the trip. Use this roster to take attendance when boarding the vehicle, when leaving the vehicle, and periodically throughout the trip.
- Have an additional adult besides the driver whenever possible. Additional adults should sit in seats that permit maximum supervision.
- When possible, higher risk youth are seated by themselves or near the adult.
- Drivers are not allowed to make unauthorized stops.
- Where applicable, document the beginning and ending time of the trip and the mileage, names of the youth being transported, and the destination.
- Any unusual occurrences should be documented by using an incident report.

Federal Policy: Prohibited Activities

The Partner Site will ensure the AmeriCorps members do not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- (8) Providing a direct benefit to -
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
- (v) An organization engaged in the religious activities described in this section, unless AmeriCorps assistance is not used to support those religious activities; and
- (9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

(12) Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities.

155

(13) Such other activities as AmeriCorps may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

Federal Policies: Supplantation, Non-Duplication and Non-Displacement The following policies outline restrictions that govern the use of AmeriCorps assistance.

A. Supplantation:

AmeriCorps assistance may not be used to replace State or local public funds that had been used to support programs of the type eligible to receive AmeriCorps support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. Non-Duplication:

AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

C. Non-Displacement:

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving AmeriCorps assistance may not perform any services or duties, or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
 - I. Will supplant the hiring of employed workers; or
 - II. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
 - I. Presently employed worker;
 - II. Employee who recently resigned or was discharged;
 - III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out. [45 CFR 2540.100 (f)]

Federal Policy: Non-Discrimination TNAC and the Y do not discriminate in program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law. Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Program Staff.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the

AmeriCorps. If you believe that you or others have been discriminated against, or if you want more information, contact:

156

Duluth Area Family YMCA

302 W 1st St Duluth, MN 55802

Kayla Martin, HR Manager, kmartin@duluthymca.org

Equal Opportunity Program (EOP)

AmeriCorps

1201 New York Ave NW, Washington, DC 20525

Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

The Y make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Site Supervisor, site contact, and/or Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. We will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures. Any member who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Staff.

Note to Partner Sites: In any case of discrimination related to an AmeriCorps member, the Partner Site must contact TNAC Program Staff before taking action.

CIVIL RIGHTS AND NON-HARASSMENT

AmeriCorps has zero tolerance for the harassment of any individual or group of individuals for any reason. AmeriCorps is committed to treating all persons with dignity and respect. AmeriCorps prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from AmeriCorps, must be free from all forms of harassment. Whether in AmeriCorps offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any AmeriCorps employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a AmeriCorps employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of AmeriCorps programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, must immediately take swift and appropriate action. AmeriCorps will not tolerate retaliation against a person who raises harassment concerns in good faith. Any AmeriCorps employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from AmeriCorps and all other Federal agencies.

Any person who believes they have been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). OCRI may be reached at (202)606-7503, (202)606-3472 (TTY), eo@cns.gov or www.nationalservice.gov.

DIVERSITY EQUITY AND INCLUSION

True North AmeriCorps and the Y values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible differences present without our Program. We believe we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity.

By agreeing to be a Partner Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by partner organizations that are not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between TNAC and the Partner Site could be terminated.

E. SITE FINANCIAL RESPONSIBILITY: CASH MATCH

The Partner Site is responsible for paying a Cash Match for each position with a placed Member. Cash Match is used to secure federal AmeriCorps funding and makes up the majority of the Program's budget. The Y will send an invoice to the Partner Site Lead Contact via email. Failure to pay the cash match in a timely manner may result in the Program reassigning the Member and/or negatively impact future site selection. Payments not submitted within 30 days of invoice being sent will accrue an additional charge of \$50 for each 30 day period unpaid.

Sites hosting Full Year or School Year Only members will receive 2 invoices - half the amount in November and half in February. Summer-only sites, or those with a member placed after February will receive an invoice for the full amount in June.

We are fortunate to be able to waive the cash match for fall 2022. This may be waived for spring and summer 2023 and will be announced in early winter with the approval of the 2023 budget.

- 1) The Program is willing to negotiate financial deadlines or create a payment plan for Partner Sites that demonstrate the cash match due date would be a hardship such as quarterly installment payments agreed to in writing.
- 2) Cash Match amounts depend on the total member hours which are dependent on the member start date, end date, and hours/week. See below for the outline and please contact the Program Director with questions about your Cash Match.
- 3) Federal funding may NOT be used to pay the cash match unless accompanied by a letter from the Federal Grants Officer giving authorization to use federal dollars as match for another federally funded program.
- 4) If a member ends their service term early through no fault of the Partner Site or Site Supervisor AND the member has served less than 60% of their total hours, the Cash Match can be prorated based on the number of hours actually served.
 - a) If payment has already been made, the site must request one of the following 1) a reimbursement check or 2) credit to the next member/invoice

- b) If payment has not been made, credit will be applied to outstanding invoice
- c) Prorated credit may not be carried over into a different program year

F. SUPERVISOR IN-KIND REPORTING

Monthly In-Kind reporting is required as a Partner Site with a placed Member. In-kind contributions include the time, resources, and services that are supplied by a Partner Site. In other words, the *necessary and reasonable* expenses incurred as a result of hosting a True North AmeriCorps member. Supervisors will submit in-kind reports by the 5th of each month via OnCorps (<https://mn.oncorpsreports.com>) In-Kind reports must be documented on site in calendar, receipt, or invoice form and must be made available upon request for seven years.

- 1) **In-Kind Hours** Costs related to the direct supervision of the member: one-on-one or small group time (meetings, trainings, program planning). It is not program time.
 - a) Site Supervisors who report in-kind must pass a National Service background check. The Program will pay for one supervisor per service term. If a supervisor changes or the supervisor misses a scheduled fingerprint appointment, it will be the sites responsibility to pay for the additional check.
- 2) **In-Kind Other** Refers to the *necessary and reasonable* costs of hosting a member such as:
 - a) Office Space: the Partner Site must provide the member with access to workspace which includes a computer, internet, and all materials necessary to complete assigned tasks.
 - b) Supplies: necessary items purchased for the member to use with students.
 - c) Training: on-or off-site training that is provided to the member by the host site
- 3) **In-Kind Notes**
 - a) Federal funding cannot be used to pay in-kind match unless accompanied by written authorization from the Federal Grants Officer giving authorization to use federal dollars as match for another federally funded program. Example: if a Site Supervisor's salary from federal grant funds they're not be able to report supervisory hours
 - b) Sites that do not submit in kind will be charged a \$1,500 fee per member at the end of the service term and may lose their ability to host a member in the future.**
 - c) Receipts, invoices, or other proof of in-kind expenses must be retained by the program for 7 years and made available upon request.

TRUE NORTH AMERICORPS RESPONSIBILITIES

True North AmeriCorps (the Program) agrees to meet the following requirements and responsibilities as outlined by the Corporation, the Program, and its fiscal host, the Duluth Area Family YMCA.

A. MEMBER MANAGEMENT

- 1) **Recruitment** The Program will conduct broad, area-wide recruitment online and in person and will work with Partner Sites to develop site-specific recruitment plans. The Program will develop recruitment materials to distribute to Partner Sites.
- 2) **Selection** The Program will ensure candidates meet the minimum qualifications. The Partner Site selects the candidate they believe will be the best fit for their organization and position unless they have selected the "assigned" option. The Program will make every effort to match the Member with a Partner Site that provides the best fit for qualifications, time commitment, and personal development goals. *The Program reserves the right to make the final decision regarding the selection of AmeriCorps members.*
- 3) **Background Checks** The Program will conduct required National Service Criminal History background checks on all applicants prior to their official enrollment in the program. Positions are

contingent on these results. The Program reserves the right to disqualify a member for not disclosing past criminal history or for not clearing the background checks.

159

- a. An individual is ineligible to serve with any AmeriCorps program if they:
 - i. Refuse to consent to State Criminal Registry and/or FBI background checks.
 - ii. Make a false statement concerning their criminal history.
 - iii. Are registered or required to register as a Sex Offender..
 - iv. Have committed murder as defined and described in 18 U.S.C. § 1111.
 - b. Applicants may also be disqualified for any of the following: being convicted of child abuse, neglect, or maltreatment; being convicted of assault or drug charges within the last year; other charges as deemed significant by YMCA Human Resources
 - c. Partner Sites are expected to do their due diligence in conducting their own background checks to determine eligibility based on any additional criteria of their own hiring policies.
- 4) **Benefits** The Program and/or AmeriCorps will provide the following benefits to the Member. Please see the Applicant Guide or other recruitment materials for the specific benefit amounts.
- a. Living Stipend paid twice monthly via direct deposit.
 - b. Education Award upon successful completion of the program.
 - i. May be used for past or future student debt and saved for 7 years.
 - ii. May be gifted to a child, grandchild, or foster child if the member is over 55.
 - c. Student Loan Forbearance and interest repayment on qualifying loans.
 - d. Free Health Insurance if the Member is full-time (35 hrs/week) and qualifies.
 - e. Child Care assistance if the Member is full-time (35 hrs/week) and qualifies.
 - f. YMCA Membership which can be used nation-wide
 - g. Workers Compensation for service-related issues and FICA *must submit incident reports to the Program Director within 24 hours*
- 5) **Training and Support** The Program will provide ongoing training and support to the Member and Site Supervisor. Additional training provided upon request.
- a. **Program Updates** will be emailed to both the Member and Site Supervisor (at least monthly) including deadlines, events, helpful resources, and general information.
 - b. **Site Visits** with the Program, Member, and Site Supervisor will occur twice per service term. Once per term for Summer-Only Members
 - c. **Site Supervisors** will receive one or more trainings per service term. Program staff will check in regularly and provide additional training as needed.
 - d. **Member training** topics include: professionalism, mandated reporting, youth program quality best practices, social emotional learning, behavior management, cultural competency, trauma responsiveness, data tracking, volunteer mobilization, and more.
 - i. A calendar of events will be provided at the start of the term, updated as needed.
 - ii. The Member must be released from regular site activities for Program trainings.
 - iii. Members who miss training for any reason are required to make it up using the online materials provided by the Program. The Site should provide time for members to do this during normal service hours if possible.
 - iv. Members may be asked to attend special events which may include evenings or weekends. Adequate notice will be given so arrangements can be made to ensure full participation.
 - e. **Personnel Issues** Program staff will work in conjunction with the Site Supervisor and Member to resolve issues that may occur during the program year.
 - i. The Program has the authority to dismiss or suspend the Member for any reason in accordance with the rules of AmeriCorps.

- ii. The Program may also reassign the Member to another Service Site or change the number of contracted service hours when necessary. 160
- iii. The Program will consider holding the Member's living stipend or removing the Member from the Partner Site or the Program as needed, in accordance with the Program's policies and procedure.
- f. The Program will provide appropriate support when:
- i. A situation with the Partner Site or Site Supervisor prevents the Member from successfully completing their service term.
 - ii. Situations or life events occur that may delay or prevent the Member from successfully completing their service term.
 - iii. The Member experiences other challenges relating to their service or completion of service.

B. PROGRAM MANAGEMENT

- 1) **Member Personnel File** Program staff maintain a personnel file for each member, which includes pre-service enrollment and HR paperwork, background checks, incident documentation, and other materials as required.
- 2) **Site Selection** The Program will select Partner Sites whose missions are aligned with the Program, the Duluth Area Family YMCA and AmeriCorps.
- 3) **Reporting** The Program will send reminders and information to the Member and Site Supervisor regarding reporting requirements for the program.
 - a. Program staff monitor Member service hours as reported on their timesheets using OnCorps to ensure that Members are able to complete their term of service successfully.
 - b. Program staff will provide a mid-year status report to the Member and Site Supervisor
 - c. Program staff collect and report program data on a quarterly basis, including in-kind reports, member performance evaluations, and progress monitoring reports as those outlined by AmeriCorps regulations and agreed upon by ServeMinnesota and the Program
 - d. The Program will provide the Partner Site with relevant results from evaluation data analysis once this data has been reported to AmeriCorps.

Any questions about this agreement, program policies, or requirements should be directed to:

Alice Werle, Program Director awerle@duluthymca.org 218-722-4745 x169

PARTNER SITE AGREEMENT AMENDMENT

The following changes will be made to Duluth Public School's Partner Site Agreement for the 2022-2023 service term with True North AmeriCorps.

- Free/reduced lunch status will not be required to be reported
- True North AmeriCorps must provide an executed criminal history consent form and a money order or check payable to Duluth Public School 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. True North AmeriCorps is precluded from performance of the contract until the results of the criminal background check(s) are on file. If True North AmeriCorps has already completed background checks for their business needs, True North stipulates that the background checks are completed, current, and on file. True North AmeriCorps also stipulates that any employees with a gross misdemeanor or felony will not work with District students.

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
 Service Term 2022-2023

This serves as an agreement between the Partner Site and the Program for the 2022-2023 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2023 or the members last day of service. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Partner Site Organization/Program Name	
Duluth Public Schools ISD 709	
Lead Contact Name/s	Title
Callie DeVriendt	Mental Health & Social, Emotional, Behavioral Multi-Tiered Systems of Support Coordinator
Anthony Bonds	Assistant Superintendent
Lead Contact Signature/s	Date
<i>Callie DeVriendt</i>	<i>11/5/23</i>
<i>Anthony Bonds</i>	<i>Anthony Bonds</i>
Site Supervisor Names	Title
<i>Anthony Bonds</i>	
Jessa Cook Michaela Sperl Jim Erickson	Stowe Principal Stowe MTSS Coordinator Laura MacArthur Principal
Site Supervisor Signatures	Date
<i>James Smith</i>	<i>11/11/23</i>
Director of Business Services/CFO for Duluth Public School District	Title

Simone Zurich	Directors of Business Services
Director of Business Services/CFO	Date 1-11-23

162

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: Alice Werle, TNAC Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: awerle@duluthymca.org

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 6th day of January, 2023

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Harmony Therapy Services, LLC.

OF THE SECOND PART

Background:

Harmony Therapy Services LLC

- A. Independent School District No. 709 and ~~INSERT NAME HERE~~ (the "Parties") entered into the contract (the "Contract") dated August 6, 2018, for the purpose of Completion of Pupil Transportation reporting to MDE.
- 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 \$ 31,050.
This amendment would increase the not to exceed amount to \$ X.
 - b. Company name and EIN updated.*

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. Headings 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

- 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 88-4361868 SSN or EIN 1/6/23 Date

 Program Director 1/9/23 Date

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

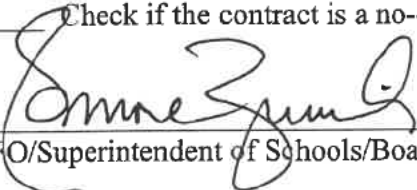
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

04	E	005	579	503	143	00-83.86%
04	E	005	579	285	143	00-10.14%
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 CFO/Superintendent of Schools/Board Chair 1-13-23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Harmony Feldman McCullough , an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *Head Start Mental Health Consultant*.....

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 22nd, 2022 and shall remain in effect until June 9th, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$65 hourly and \$37,050 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2610 E 3rd St, Duluth, MN 55812.

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

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

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

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

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

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

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

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

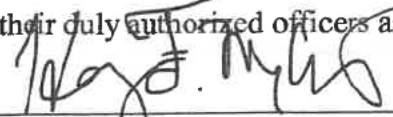

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

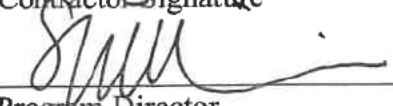
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 _____  _____ 7/19/22
Contractor Signature SSN/Tax ID Number Date

 _____ 7/26/22
Program Director Date

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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

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

Duluth Preschool Mental Health Consultant Duties

Contract Purpose

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

Contract Requirements

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

MEMORANDUM OF UNDERSTANDING

Between the Conflict Resolution Center (CRC) and Denfeld High School:

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Conflict Resolution Center (CRC) and Denfeld High School.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the CRC and Denfeld High School and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC is a recipient of a grant from the Minnesota Department of Human Services and Denfeld High School is the program partner participating in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders;

WHEREAS, CRC is the financial partner with Denfeld High School as part of the Minnesota Department of Human Services Minnesota Model grant;

WHEREAS, Denfeld High School desires to supplement its capacity to deliver restorative practices to students;

WHEREAS, Denfeld High School recognizes that the independently owned and operated CRC is able to provide services that supplement its own restorative practices;

WHEREAS, CRC desires to continue to collaborate with Denfeld High School to provide services related to restorative practices through the Minnesota Model grant, including individual conflict coaching, mediations, and case consultation;

THEREFORE, CRC and Denfeld High School agree that it is in the best interest of students attending Denfeld High School to enter into an understanding in order to continue fulfilling the requirements of the Minnesota Model grant;

This Memorandum of Understanding is to enable and structure the collaboration between CRC Denfeld High School and its participation in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program..

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Denfeld High School

It is understood that CRC and Denfeld High School staff must work together as a team to effectively meet the needs of Denfeld High School students as it relates to supplementing restorative practices, 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 CRC

1. CRC will provide onsite services related to conflict resolution to students and staff at Denfeld High School on regularly scheduled days and regularly scheduled times at Denfeld High School as students are referred by Denfeld High School staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by Denfeld High School staff will be seen individually or in a group setting by CRC staff at Denfeld High School in a private setting for conflict coaching, mediations, and education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in Minnesota Model team meetings with school personnel in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and Denfeld High School.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

Role of Denfeld High School

1. Denfeld High School staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.

2. Denfeld High School staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them to the location of the scheduled meeting with CRC staff.
3. Denfeld High School staff will develop and implement a system to refer students to CRC services when appropriate as defined by the school.
4. Denfeld High School will provide CRC staff with a private meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. Denfeld High School will communicate with parents and/or guardians and obtain permission before making a referral to CRC staff.
6. With permission from the student's parent/guardian, Denfeld High School staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. Denfeld High School staff will schedule and facilitate Minnesota Model Team Meetings. Meetings will be scheduled according to the school schedule and in consultation with CRC staff.
8. Denfeld High School staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9/6/22 and will continue through 6/10/23 unless either party provides written notice per the termination clause below.

Termination. Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

Confidentiality. CRC and Denfeld High School agree that by virtue of entering into this Memorandum they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and Denfeld High School agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Memorandum or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this memorandum. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Students may be referred to CRC services by identified members of Denfeld High School staff according to established partnership agreements. Students or parents/guardians will be made aware of the referral and may decline to participate with CRC services.

Data Collection. Denfeld High School will be responsible for providing non-identifying student data to CRC for grant reporting purposes. Denfeld High School can provide identifying student information to CRC staff with consent from parent/guardian in order to access CRC services.

Background Checks. Background checks on all CRC employees assigned to work at Denfeld High School must be completed and on file prior to CRC employees engaging with any Denfeld student. CRC is precluded from performance of contract until the results of the criminal background check(s) and/or stipulation of completed background checks(s) is on file.

If background checks are completed by Duluth Public Schools, CRC must provide an executed criminal history consent form and a money order or check payable to Duluth Public Schools in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to work at Denfeld High School. If CRC conducts its own background checks on all staff, student interns, and volunteers, the agency must stipulate in writing that these background checks are completed, current, and on file.

CRC must also stipulate in writing that any of its employees with a gross misdemeanor or felony will not work independently with Denfeld High School Students.

Independent Contractor. Both Denfeld High School and CRC agree that they will act as an independent contractor in the performance of its duties under this Memorandum. Nothing contained in this Memorandum 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 Memorandum.

Accordingly, CRC shall be responsible for payment of all taxes, including federal, state, and local taxes, arising out of CRC's activities in accordance with this Memorandum, including by way of illustration, but not limited to, federal and state income tax, Social Security tax, unemployment insurance taxes, workers compensation payments, and any other taxes or business license fees as required.

Indemnity and defense of the District. CRC hereby agrees to defend, indemnify and hold Denfeld High School harmless from all claims relating to its work pursuant to this Memorandum.

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

Notices. All notices to be given by CRC to Denfeld High School shall be deemed to have been given by depositing the same in writing in the United States mail: Denfeld High School, Attn: Principal Thomas Tusken, 401 N 44th Ave W, Duluth, MN 55807.

All notices to be given by Denfeld High School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, 424 W Superior Street, Suite 400, Duluth, MN 55802.

Assignment. CRC shall not in any way assign or transfer any of its rights, interests or obligations under this Memorandum in any way whatsoever without the prior written approval of Denfeld High School.

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

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

Entire Agreement. This Memorandum contains the entire understanding and agreement 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. CRC 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 Memorandum.

Conflict of Interest and Fiduciary Duty: All contractors doing business with Denfeld High School agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709 website.

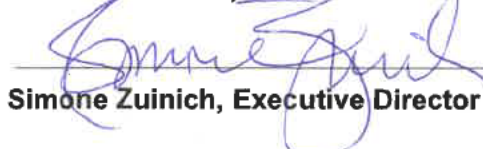
Mutual Consent to Collaboration. CRC and Denfeld High School agree to work cooperatively to establish a service delivery schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of providing supplementary restorative services at Denfeld High School.

Erica L. Backstrom

11/15/2022

Erica Backstrom, Conflict Resolution Center

Date



1/23/22

Simone Zuinich, Executive Director of Business Services, ISD 709

Date

**Revenue Contracts Signed
January 2023**

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
Northwood Children's Services	\$70,245.00*	Business Services/Facilities	Northwood Children's Services lease for space at Rockridge Academy from 2022-2025.

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and entered into effective as of July 1, 2022 and between the INDEPENDENT SCHOOL DISTRICT #709, a public corporation under the laws of Minnesota ("**Landlord**") and NORTHWOOD CHILDREN'S SERVICES, a Minnesota non-profit corporation ("**Tenant**").

RECITALS

A. Landlord is the owner of the land, building ("**Building**") and improvements located at 4849 Ivanhoe Street in Duluth, Minnesota and commonly known as "**Rockridge Academy**".

B. Tenant provides holistic and professional care, education, and treatment for children with severe emotional, behavioral, and learning disabilities. (the "**Programs**").

C. Landlord is the local school district and provides education to eligible students residing within its boundaries.

D. Landlord will provide educational services for youth participating in Tenant's programs at Rockridge Academy.

E. Tenant desires to lease space within the Building to provide related services to the youth participating in the Programs.

AGREEMENT

Now therefore, it is agreed by and between the parties hereto as follows:

DATA SHEET

(The provisions set forth in this Data Sheet are supplemented in the General Terms portion of this Lease.)

1. Leased Premises. The Premises is located within the Building and includes the following spaces:

1. Room 115
2. Room 115A
3. Room 116A
4. Room 116C

5. Room 116D
6. Room 116F
7. Room 118
8. Room 119
9. Room 123
10. Room 123A
11. Room 123B
12. Room 123C
13. Room 123D
14. Room 123E
15. Room 123F
16. Room 123G
17. Room 123H
18. Room 124
19. Room 125
20. Room 128

(the "**Leased Premises**"). The Leased Premises includes approximately 3,345 square feet of space. The Leased Premises is depicted on **Exhibit A** attached hereto. In addition to the Leased Premises, Tenant may also use the common areas depicted on Exhibit A including, without limitation, the men's and women's bathrooms, the common corridors, the vestibules, the recycling room (Room 101), the gymnasium (Room 105), the faculty room (Room 114A), the meeting room (Room 113), the technical closet (Room 125A), the work room (Room 117A), and the parking areas, driveways, walkways and grounds (collectively, the "**Common Areas**") in conjunction with Tenant's use of the Leased Premises. Tenant must confirm with Landlord that these areas are not occupied before requesting use.

2. **Improvements By Landlord.** Landlord is not required to make any improvements to the Leased Premises.

3. **Term.** The Term of this Lease shall be three (3) years commencing on July 1, 2022 and ending on June 30, 2025.

4. **Rental Rate.** Annual rent is \$23,415 and is due in monthly installments on the first day of each month in the amount of \$1,951.25 each; the foregoing rental rate is inclusive of all utilities - heating, electrical service, water and garbage - and was calculated upon a rate of \$7.00 per square foot and an agreed upon square footage of 3,345 square feet.

Annual rent is subject to adjustment (positive or negative) if the parties later determine that the number of square feet included in the Premises is more or less than 3,024.

Annual rent shall be increased (but never decreased) by multiplying the annual rent as of each anniversary dates of this Lease by the CPI-U percentage of which is the most recently published Consumer Price Index. As used in this Section, "Consumer Price Index" means the Consumer Price Index Minneapolis-St. Paul, for all urban consumers, all items (CPI-U) or, if that index is discontinued, a comparable index prepared by a governmental agency or a responsible periodical of recognized authority as reasonably selected by Landlord.

5. **Permitted Use.** The Leased Premises shall be used only to provide services to youth and families relating to the Programs (the "**Permitted Use**"). The Permitted Use does not include the use of the Leased Premises as a residence.

6. **Landlord Address.** ISD #709
4316 Rice Lake Rd
Duluth, MN 55811

7. **Tenant Address.** Northwood Children's Services
714 W College St
Duluth, MN 55811

8. **Hours of Operation.** Monday through Friday from 7:00 a.m. to 4:30 p.m.; provided, however, that the Building will not be open on holidays on which the Landlord's administrative offices are closed or on days or during hours when the Landlord has announced the closure of its schools or a delay in the opening of its schools. Use of the Leased Premises during other hours must be arranged by Tenant with Landlord in advance and will be subject to Landlord's established or typical building use fees.

9. **General Terms.** This Lease includes the General Terms which follow.

LANDLORD:

INDEPENDENT SCHOOL DISTRICT #709,
a public corporation under the laws of Minnesota

By: Jimine Zurich 12/21/22
Name: Jimine Zurich
Title: Exec. Dir. of Finance, Business Services

TENANT:

NORTHWOODCHILDREN'S SERVICES,
a Minnesota non-profit corporation

By: Larry M. Pajari
Name: Larry M. Pajari
Title: CEO

By: Eric W. Berg
Name: Eric W. Berg
Title: Board Chair

GENERAL TERMS

1.0 LEASED PREMISES & TERMS:

1.1 **LEASED PREMISES DEFINED:** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Leased Premises as that term is defined in the Data Sheet, together with the right to use in common with Landlord and other tenants in the Building, and its and their employees, agents, representatives and invitees, the Common Areas, to the extent necessary to accomplish Tenant's use of the Leased Premises. The use of all Common Areas is subject to reasonable control by Landlord.

1.2 **ACCEPTANCE OF LEASED PREMISES:** Tenant acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Landlord.

2.0 **RENT:** Rent shall be in the amount set forth in the Data Sheet. Monthly installments of rent to be paid in advance on the first day of each and every month to the order of Landlord and at the office set forth in the Data Sheet or at such other place as may from time to time be designated by the Landlord in writing. A prorated monthly installment shall be paid at the current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3.0. **USE:** The Leased Premises shall be used only for the purpose set forth in the Data Sheet. In addition, no part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefor, or which will interfere with the general safety, comfort and convenience of the Landlord and other Tenants of the Building. Except for the lunch and snack programs associated with the Permitted Use, there shall be no sale of food or beverages by any means without the prior written consent of Landlord. Tenant shall not permit intoxicating liquors to be kept or sold in the Leased Premises without the prior written consent of Landlord and then only in compliance with any rules and regulations which may from time to time be adopted by Landlord and any additional conditions Landlord may deem appropriate. Tenant shall not cause or permit any unusual, noxious or otherwise disturbing noise, vibrations, odors or nuisance in or about the Leased Premises. No smoking is allowed within the Building or in any of the Common Areas. Tenant shall obtain and maintain all licenses required for its use of the Leased Premises and it shall comply with all laws regarding its use of the Leased Premises. All use of the Playground must be properly supervised.

3.1 CONTINUOUS OPERATION OF BUSINESS: Tenant shall occupy the Leased Premises and continuously conduct and operate the Permitted Use. Tenant shall install and maintain at all times in the Leased Premises such fixtures, furnishings, fittings and equipment and provide and maintain adequate stocks of supplies and make reasonable efforts to employ or otherwise staff the Leased Premises in a manner adequate to appropriately carry out the Permitted Use at all times.

4. REPAIRS BY LANDLORD: Landlord shall, at its expense, maintain the Building (except for the Leased Premises), the Common Areas and the heating, plumbing, elevator and electrical systems located within the Building, in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by the act or negligence of Tenant or Tenant's employees, agents, representatives or invitees, or caused by Tenant's default hereunder. Tenant shall give Landlord prompt written notice of any defect or need for repairs that are Landlord's responsibility after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord shall also provide routine maintenance, including snow and ice removal, general lighting and janitorial service, for the Leased Premises and Common Areas of the Building. Without limitation to the generality of the foregoing, janitorial service shall include emptying wastebaskets daily and premises vacuuming on a weekly basis.

5. REPAIRS BY TENANT: Except as provided in Section 4, Tenant shall at its own cost and expense maintain the Leased Premises in good repair, reasonable wear and tear excepted, and shall permit no waste; provided, however, Landlord shall repair and pay for any damage caused by the act or negligence of Landlord or Landlord's employees, agents, representatives or invitees, or caused by Landlord's default hereunder. Tenant shall be responsible for the replacement of any glass broken by Tenant. Tenant will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Landlord, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for the maintenance and repair of any Tenant improvements or alterations.

6. ALTERATIONS BY LANDLORD: Tenant shall permit Landlord to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Landlord, may be deemed necessary or desirable for the Leased Premises, for any other space in the Building, or for the Building itself (including access to distribution systems above the ceiling of the Leased Premises). Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenants' business. Landlord shall provide Tenant reasonable advance written notice of any alterations, renovations, improvements, restorations, and/or repairs to the Leased Premises.

7. ALTERATIONS BY TENANT: Tenant shall not make any alterations of, additions to, or improvements to the Leased Premises without the prior written consent of Landlord. Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Tenant, or claimed to have been so furnished in connection with any work performed

or claimed to have been performed in, on or about the Leased Premises. All requests for the making of alterations of, or additions to, the Leased Premises will, among other things, be submitted to the Landlord. All alterations and additions must be made pursuant to written contracts and copies of the contracts and the waivers required herein must also be submitted for Landlord's written consent. On January 1st of each year, a list of all alterations, additions or improvements made by Tenant in the previous year and their costs must be provided to the Landlord. Alterations, additions or improvements made will, at Landlord's option, be considered to belong to the Landlord upon termination of this Lease.

At the termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations and additions erected by Tenant and restore the Leased Premises to its original condition; otherwise such improvements shall be delivered to the Landlord with the Leased Premises. All movable office furnishings and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises or the Building. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Landlord may dispose of the same as Landlord deems expedient.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall in all events have the right to prescribe the weight and position of any heavy equipment placed in or on the Leased Premises by Tenant. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Tenant in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Tenant at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Landlord, and all moving of Tenant's property (materials owned by Tenant) in or out of the Leased Premises shall be done only under the direct control and supervision of Landlord; provided, however, that Landlord shall not be responsible for any damage to, or charges for moving such property.

8. **SIGNS:** The Tenant shall not display, inscribe, print, maintain, or affix on any place in or about the Building or the Common Areas any sign, notice, legend, direction, figure or advertisement, that has not been approved by Landlord.

9. **ACCESS BY LANDLORD:** Landlord, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time when the Premises are not being currently used by Tenant, or upon reasonable advance notice at times when the Premises are being used by Tenant, for the purpose of ascertaining the condition thereof, or in order to make such repairs as may be required to be made by Landlord under the terms of this Lease, or as Landlord may deem necessary, or to make any other use of the Leased Premises (it again being understood that Tenant's use is not exclusive and is limited to certain periods of time during certain days of the week). The right of entry reserved shall not be deemed to impose any greater obligation on Landlord to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The

Landlord, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Landlord may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building. In situations not deemed to be emergencies by the Landlord, the Landlord shall make a good faith effort to provide Tenant with 24 hours' notice before entering the office space, and such notice shall be deemed reasonable. Landlord, its agents, and representatives shall also have the right to enter the Leased Premises to provide janitorial services and routine maintenance without providing notice. The parties acknowledge that the Leased Premises will contain client medical records, treatment plans demographic data, and other information that is protected health information (PHI) under federal law. Landlord will notify the Tenant immediately if an inspection or entry of the Leased Premises results in a release of PHI to any person not specifically authorized by the Tenant to receive it.

10. UTILITIES:

A. **HEAT:** Landlord shall furnish heat for normal purposes only, to provide, in Landlord's judgment, comfortable occupancy during the business hours listed in the Data Sheet, holidays excepted, at Landlord's expense. Tenant agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Tenant further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without Landlord's written consent. If Tenant uses excessive services or requests the use of services at times other than the operating hours listed above, Landlord reserves the right to charge for such services. The charge shall be payable as additional rent payable with the next monthly installment. Should Tenant fail to make payment upon demand by Landlord, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Landlord to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Landlord to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

B. **ELECTRICAL SERVICE:** Landlord shall maintain electrical facilities to provide sufficient power for lighting, computers and other machines of similar low electrical consumption, at Landlord's expense. It is understood that Landlord does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Landlord. Such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

C. **KEYS:** Landlord shall furnish Tenant with two (2) keys for each corridor door entering the Leased Premises, and additional keys ordered by Tenant at a charge by Landlord. All such keys shall remain the property of Landlord. No additional locks or lock changes shall be allowed on any door of the Leased Premises without Landlord's written permission, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all

keys to the Leased Premises, and give to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

D. **GARBAGE:** Landlord shall contract for and provide standard garbage service at Landlord's expense. Any garbage service beyond standard service required by Tenant shall be paid by Tenant as an additional rental.

E. **WATER:** Landlord shall provide water to the Leased Premises at Landlord's expense.

F. **WASTE:** Tenant shall not waste electricity, water, heat, or any other utility, and shall cooperate fully with Landlord to insure the most effective operation of the Building's heating, which shall include keeping all windows closed when heat is on and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Tenant's use.

G. **TEMPORARY INTERRUPTION OF SERVICES:** Except to the extent of Landlord's negligence or intentional misconduct that contributes to any of the following, Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control, or from any temporary failure or lack of services and Tenant shall indemnify Landlord and hold Landlord harmless from any claim or damage because of such inconvenience, loss, damage or injury. No temporary variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder. For purposes of this section 10.G, "temporary" shall mean a time period not to exceed seven (7) consecutive days.

11. **LOCK UP:** At the end of each day, Landlord's maintenance team is responsible for locking up the Leased Premises.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not have the right to assign this Lease, or to sublet the whole or any part of the Leased Premises without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Landlord's obligations hereunder, Landlord shall be relieved of any and all such obligations. Landlord shall give Tenant written notice of any assignment of its rights under this Lease.

13. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this

Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. Such notice shall state Landlord's intention to terminate this Lease not less than thirty (30) days after Tenant's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Landlord shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. The Landlord shall not be responsible to the Tenant for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Tenant in, on or about the Leased Premises regardless of the cause of the damage or destruction.

14. **SUBROGATION:** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

15. **INSURANCE:** Tenant shall, at its own cost and expense to carry public liability insurance protecting Landlord and Tenant in a combined single limit amount of not less than Two Million Dollars (\$2,000,000). All policies of insurance shall name both Landlord and Tenant as insured thereunder and shall protect the interests of Landlord. Certificates of said insurance, providing for not less than fifteen (15) days' notice to Landlord prior to cancellation thereof, shall be furnished to Landlord prior to Tenant taking possession of the Leased Premises and as required by Landlord. Notwithstanding any apparent limitation in this Section to the contrary, Tenant shall provide and maintain public liability insurance in form and amounts customarily carried by prudent operators of similar businesses, and as required, if at all, by any licensing authority regulating Tenant's use of the Leased Premises.

16. **INDEMNIFICATION:** During the term of the Agreement, Tenant will indemnify and save harmless Landlord against any and all claims, debts, demands or obligations which may be made against Landlord or against Landlord's title in the Land arising out of or in connection with any alleged act or omission of the Tenant or any person claiming under, by or through the Tenant; and, if it becomes necessary for Landlord to defend any action seeking to impose such liability, the Tenant will pay Landlord all costs of court and attorneys' fees incurred by the Tenant in effecting such defenses, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgement against Landlord in the litigation in which such claim is asserted.

During the term of the Agreement, Landlord will indemnify and save harmless Tenant against any and all claims, debts, demands or obligations which may be made against Tenant or against Tenant's title in the Land arising out of or in connection with any alleged act or omission of the Landlord or any person claiming under, by or through the Landlord; and, if it becomes necessary for Tenant to defend any action seeking to impose such liability, the Landlord will pay Tenant all costs of attorneys' fees incurred by the Landlord in effecting such defenses, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgement against Tenant in the litigation in which such claim is asserted.

17. RESPONSIBILITY FOR CHILDREN: With respect to damage to the Building or grounds requiring any maintenance, repair, or replacement, (i) all children receiving educational services shall be considered the invitees of the Landlord while they are within the Building or on the grounds (including the Common Areas) and not within the Leased Premises and (ii) all children receiving educational services shall be considered the invitees of the Tenant while they are within the Leased Premises (not including the Common Areas).

18. HAZARDOUS SUBSTANCES: As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic or other ill health effect and shall include petroleum and natural gas and the derivatives and synthetics thereof. Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Tenant, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary and customary to conduct the Permitted Uses of the Leased Premises. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Tenant shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Tenant hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Tenant and Tenant shall give prompt notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall defend, indemnify and hold Landlord and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Section. This provision shall survive the termination of this Lease.

19. HOLDING OVER: Should Tenant, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over. The monthly rent during such month-to-month tenancy shall be at one and one half (1

½) times the amount of the monthly rental for the last month of the term of this Lease prior to expiration.

20. **QUIET ENJOYMENT:** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be Events of Default by Tenant under this Lease after Tenant receives thirty (30) days written notice with right to cure:

a. Tenant shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder or the respective due date.

b. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

c. Tenant shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

d. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

e. Tenant shall desert or vacate any substantial portion of the Leased Premises.

f. Tenant shall fail to substantially comply with any term, provision or covenant of this Lease.

22. **DEFAULT:** Tenant hereby agrees that in case of an Event of Default, then, in any such event, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, at Landlord's option, Landlord may annul and cancel this Lease as to all future rights of Tenant. Tenant further agrees that in case of any such termination Tenant will indemnify the Landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Tenant, loss or diminution of rents and other damage which Landlord may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Landlord, with or without knowledge of breach, nor failure of Landlord to act on account of any breach hereof, or

to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one.

In the event Tenant fails to pay any installment of rent hereunder within ten (10) days of its due date then Tenant, if permitted by law, shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment. The provision for such late charge shall be in addition to all Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

23. **REAL ESTATE TAXES:** If, because of this Lease, any real estate taxes (or taxes in lieu of real-estate taxes) or other ad valorem taxes are imposed upon Landlord or Tenant or all or any portion of the Leased Premises, the Building or the Common Areas, Tenant will pay such taxes attributable to Tenant's use of the Leased Premises.

24. **SUBORDINATION OF LEASE:** The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Tenant's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Tenant is not in default hereunder. This Section is self-operative and no familiar instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord. Tenant at the option of any mortgagees, or the Landlord under any such ground lease or underlying lease, agrees to atom to such mortgagee or Landlord in the event of a foreclosure sale or deed in lieu thereof or termination by the Landlord of any such lease. Failure of the Tenant to execute any of the above instruments within fifteen (15) business days of written request so to do by Landlord, shall constitute a breach of this Lease and the Landlord may, at its option, cancel this Lease and terminate the Tenant's interest therein.

25. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or by Tenant to Landlord shall be deemed to be complied with, when and if, the following steps are taken:

a. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the parties hereto at the respective addresses set out in the Data Sheet, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

c. Any notice or document required or permitted to be delivered hereunder by Landlord to Tenant also shall be deemed to be delivered if and when delivered personally to Tenant at the Leased Premises.

26. **RULES AND REGULATIONS:** Tenant shall observe such rules and regulations which from time to time may be put in effect by Landlord for the general safety, comfort, and convenience of Landlord and the occupants of the Building.

27. **ESTOPPEL CERTIFICATE:** Tenant agrees, within ten (10) business days after request of Landlord, to deliver to Landlord, or Landlord's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Landlord is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

28. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted subtenants, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Tenant shall not be deemed waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord. Payment by Tenant of rents with knowledge of a breach of this Lease by Landlord shall not be deemed waiver of such breach, and Tenant shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Tenant.

d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content.

e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Landlord

and Tenant and shall not be modified or amended in any manner except by an instrument in writing executed by Landlord and Tenant.

f. Time is of the essence.

29. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Section or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord has the right to terminate this Lease on written notice to Tenant.

28. **RIGHT TO RENEGOTIATE LEASE:** If (1) the day treatment or residential programs operated by Tenant in Duluth, Minnesota are discontinued or (2) expanded, then Tenant may provide notice to Landlord that Tenant wishes to renegotiate this Lease and Landlord and Tenant shall meet and endeavor to come to agreement on amendments to this Lease.

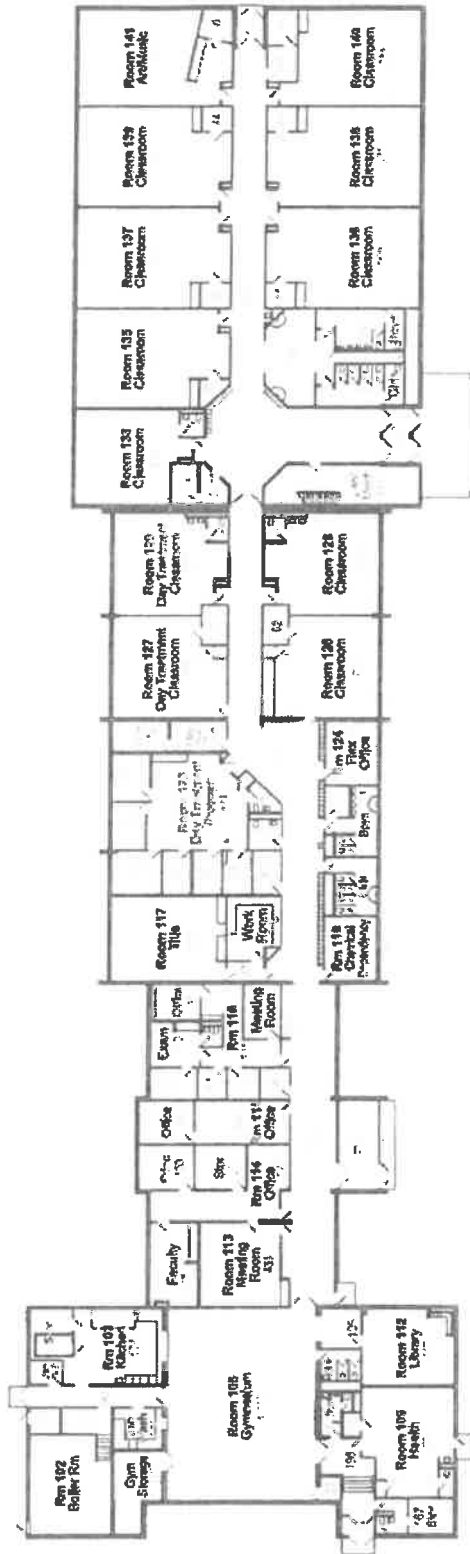
This Section 28 does not, however, require either Landlord or Tenant to agree to any amendment to this Lease. If Landlord and Tenant do not, within 120 days of Tenant's notice to Landlord, agree to make amendments to this Lease satisfactory to Tenant, then for the following 120 days, Tenant may terminate this Lease by providing written notice to Landlord.

Schedule 2

If none are listed, then "none".

EXHIBIT A

Northwoods (3,345 Total Sq.Ft.)



Rockridge Academy

**Grant Applications
January 2023**

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
National Science Foundation	Sally Weidt (El. Digital Innovation Coordinator & Jennifer Rosato (Director of the National Center for CSS)	K12 Computer Science Pathways for Rural and Tribal Schools	2 million	Grant funds will be used to study the development of K12 computer science pathways in districts that are in rural and tribal communities. Funds will be used to support curriculum development, teacher professional development, and research and implementation activities.
Education of Minnesota Grant	Chrissy Valento/LPMS Art Teacher	Learning Through the Arts: Professional Development at the National Gallery, Washington DC	\$2,000	To pay for a Professional Development opportunity in Wash DC in July 2023.
DPS Fund Board of Trustees & Duluth Superior Area Community Foundation	Lisa Butche/Homecroft Teacher	Langue Essentials for Teachers of Reading and Spelling	\$2,000	The goal of this project is to create small group literacy kits and individual sound kits to enhance literacy instruction aligned with science of reading and structured literacy practices in my first-grade classroom. By providing students with these kits, they will have materials at their fingertips for hands-on learning, helping them connect the sounds heard in English to print they see on paper. Having small group and individual kits at the ready will save precious instructional time distributing the numerous tools used for phonics instruction. Through

				interaction with these kits, I expect their skills in phonological awareness, automatic word reading, and spelling to increase from the fall assessment period to the spring assessment period.
Pachel Foundation	Jill Lofald/ Denfeld Head Speech Coach	Pachel Foundation Grant	\$3,500	Travel expensed for speech and debate team travel to National Speech and Debate Tournaments
Perpich Center for Arts Education	Debra Hannu/OEMS Teacher	Comprehensive Arts Planning Program (CAPP)	\$5,000	The purpose of this legislatively-funded program is to support and assist a local school district's arts planning team in creating a district-wide, three-year strategic plan