

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 12, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30

1. **Guest Presentations for this Meeting**
2. **Department Reports**
 - A. **Human Resources**
 - 1) HR Monthly Department Summary Report 2
 - B. **Business Services**
 - 1) Enrollment Report - None (Reports will resume in October 2023)
 - 2) Child Nutrition Department Report 4
 - 3) Facilities Department Report 5
 - 4) Technology Department Report 6
 - 5) Transportation Department Report 8
3. **Recommended Resolutions**
 - A. B-9-23-3982 - Acceptance of Donations to Duluth Public Schools 9
 - B. B-9-23-3983 - Acceptance of Grant Awards to Duluth Public Schools 10
 - C. B-9-23-3984 - Maximum Levy Certification 12
4. **Consent Agenda**
 - A. HR Staffing Report 13
 - B. Job Description for Educational Technology and Innovation Coordinator 16
 - C. Finances
 - 1) Financial Report 20
 - 2) Fundraisers 21
 - D. Bids, RFPs, and Quotes - None
 - E. Contracts, Change Orders and Leases
 - 1) Contract - BAYADA Home Health Care, Inc. 22
 - 2) Contract - Soliant Health, LLC (Teleservices agreement for FY24) 27
5. **Miscellaneous Informational Items (no action required)**
 - A. Expenditure Contracts 32
 - B. No Cost Contracts 102
 - C. Revenue Contracts 109
 - D. Grant Applications 119

Human Resources Report Summary September 2023 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	39	44
# Retirements	1	1
# Resignations	3	17
# Leave of Absences	2	0

HR Department Updates:

On August 21st, the HR department conducted a new hire orientation from 8:00 a.m. to noon. The orientation was attended by 109 new employees, who had the opportunity to meet their distinct senior leadership team. Superintendent Magas gave a great introduction during the orientation, and the new employees received basic information about Duluth public school history, payroll, timekeeping, and benefits. Additionally, the Technology department distributed district devices to teachers and other certified staff.

The HR department conducted a feedback survey for new hires to gather data on their experience with the hiring process through new hire orientation. This information will help the department identify areas of success and areas that need improvement/change.

The HR department is working on increased advertisement of support positions within the District and will be attending the Hiring Now! job fair series held at the CareerForce Center on October 4, 2023 doing on-site interviews when possible.

Benefits Updates:

The Benefits Department is hosting a New Hire Benefits Night on September 13, from 4p-5p to assist any new hires in getting enrolled in benefits. In addition, the Department has begun to schedule on site visits to the various schools and sites to meet and greet employees and answer any questions that they may have regarding benefits, leaves, or other concerns. PEIP has reached out to inform the Department that starting January 1, 2024, PreferredOne will no longer be an insurance provider through PEIP. All of our current employees enrolled with PreferredOne will be given a special enrollment. Information will be sent to affected employees in the coming weeks.

Hiring Updates:

As of Tuesday, September 5, all regular certified staff positions are filled. We have one long-term substitute opening for an MTSS Coordinator position. We posted and filled 243 openings for this school year, with almost 100 of those positions filled with external applicants.

Staffing continues to be busy non-certified positions. As of September 1, we have posted 185 openings and have filled 124.

Paras- posted 126, 92 filled
 Clerical- posted 11, 5 filled
 Food Service- posted 18, 9 filled
 Maintenance- posted 21, 13 filled
 Non-Cert Business- posted 2, 1 filled
 DDWIAAA- posted 7, 4 filled.

Current Openings:

Certified:

Teachers, Elementary (1)

Non-Certified:

Administrative/Management (3)
 Child Nutrition (9)
 Clerical (3)
 Integration Specialist (1)
 Maintenance/Transportation (12)
 School Custodian (3)
 School Bus Driver II (4)
 Engineer II (2)
 Second Shift Engineer I (2)
 Second Shift Engineer II (1)

Paraprofessionals (14)
American Indian Home School Liaison (1)
Early Childhood SpEd Paraprofessional (1)
Licensed Sign Language Interpreter (2)
LPN Paraprofessional (1)
Sign Language Facilitator (1)
Sp. Ed. Building Wide Paraprofessional (5)
Sp. Ed. Program Paraprofessional (2)
Sp. Ed. Student Specific Set III Paraprofessional (2)
Supervisory Paraprofessional (1)
Technical Tutor (1)

Playground/Cafeteria Monitor(8)

Contract Negotiations: Four contracts will be sent for Board approval later this month: Food Service Employees, Paraprofessionals, Duluth Principals Association and Non-Certified Business Division Administrators. We are active in negotiations with the Executive Employees Association and the Education Directors Association, and have been working with the Duluth Federation of Teachers on topics of interest. We are still awaiting meeting dates for the Clericals and the Integration Specialists Unit. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

Child Nutrition Report

August 2023

4

Summer Meals

Synopsis of Summer Meals

Summer Meals 2023										
Monthly Report										
Meal counts										
BREAKFAST					LUNCH					
	J u n e	J u l y	A u g u s t	TOTAL	Daily av	J u n e	J u l y	A u g u s t	TOTAL	Daily ave
TOTAL MEALS										
Lincoln Park	126	698	328	1152	26	112	752	350	1214	28
Lowell	915	1945	1195	4055	92	1139	2452	1511	5102	116
Macwest bags				0	0	184	642	425	1251	28
Macwest In School	989	1734	1064	3787	86	1161	2311	1433	4905	111
Myers-Wilkins	306	853	694	1853	42	760	1681	1226	3667	83
Piedmont	223	490	337	1050	24	677	1508	789	2974	68
Stowe	104	217	124	445	10	411	1031	628	2070	47
Denfeld	599	1315	39	1953	5	538	1055	42	1635	37
Heritage Boys and Girls				0	0	210	915	485	1610	37
Lincoln Boys and girls				0	0	225	600	425	1250	28
Aicho	80	180	210	470	11	190	320	360	870	20
Rockridge	120	174		294	7	120	174		294	7
Center City	180	310		490	11	186	276	403	865	20
Neighborhood youth		190	140	330	8	340	410	280	1030	23
TOTALS	3,642	8,106	4,131	15,879		6,253	14,127	8,357	28,737	
Days of service	9	20	15	44		9	19	14	42	
Average per day	405	405	275	361		60	744	597	684	
TOTAL MEALS Breakfast						LUNCH				
15,879						28,737				

Unpaid Lunch Debt

Child Nutrition ended the school year with \$76,890.23 in outstanding debt. Weekly phone calls and emails were sent to parents to remind of payment needed. Monthly billings were mailed to homes from our office as well. \$76,890.23 will be going to the collection agency. Many schools across the state of Minnesota had similar problems with unpaid lunch accounts coming off the pandemic years when lunch was free.

Universal free meals School year 23-24

Students will be having 1 free breakfast and 1 free lunch when the new school year begins. The state of Minnesota has enacted this for all schools that are operating the National School Breakfast and Lunch program. This program should help with unpaid lunch debts in the future. Universal free meals also give School meal programs a boost as supply chain issues, higher food prices and labor costs have increased Child Nutrition's operational cost. Child Nutrition will be reimbursed by the State and Federal Government for each meal eaten. Breakfast reimbursement is \$2.28 per student and Lunch is \$4.35.

Facilities Management & Capital Project Status Report

August 31, 2023

5

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 296 work orders and are currently working on 331 open work orders. Due to the start of classes and the move the number of open work orders is higher than average.

Capital Construction

- Congdon Park field replacement is complete and on time. Project included removal of old soils, installation of new drain tile and soil along with a catch basin and new sod. New fence gate was added and will be installed in early September.
- Congdon Park playground completed on time with new equipment and wood fiber installed by Flagship.
- Lowell Playground project is complete and on time. New fence for the playground along with new wood fiber was installed around the equipment. New basketball court with new blacktop and backboards installed with stripping.
- Office build outs in Lowell, Denfeld, and Homecroft have been completed on time for the start of classes. All spaces are ready for use. Room number wall plates are on order.

- **Ongoing Discussion with Legal Representation**

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

- **Construction Tasks “On The Hill”**

- Move of Departments to the new buildings have been moving forward
- Interior work is still ongoing at the DSC, Facilities and Transportation Buildings. Punch list items will be addressed with ICS.
- All buildings received Certificates of Occupancy.
- Final finishes are installed with final appliances set to be delivered the week of September 11th.
- Furniture still remains at the UHG building. Need to arrange walk thru with Titanium for final items to be completed at the end of lease.
- Site work will continue with final grading and additional topsoil is brought in.

Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

Technology Department - August 2023 Report

6

- **Cybersecurity**

- Google Security

- Gmail

- 737K Emails Messages Accepted/Delivered. Last month was 547K 
 - 35K Rejected. Last month was 33K 
 - 41K Spam folders. Last month was 36K 
 - 1.2K were identified as Phishing. Last month was 2.3K 
 - 39 were identified having suspicious attachments. Last month was 36 
 - 7.2K were identified as Spoofing. Last month was 3.3K 
 - 0 emails were identified as Malware

- Account Information

- 8,408 Active Accounts. Last month was 6,744 
 - 28.61 TB of storage. Last month was 25.23 TB 
 - 408.6 Files shared externally. Last month was 112K 
 - 383 Suspicious login attempts. Last month was 138 
 - 2.8K Failed user login attempts. Last month was 1.8K 
 - 40 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. Last month was 17 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 1,003 New Technology Support Tickets Created. Last month was 181 
 - 767 Tickets were resolved. Last month was 178 
 - 442 Tickets remain unresolved. Last month was 206 

- **Remaining Summer Project Status**

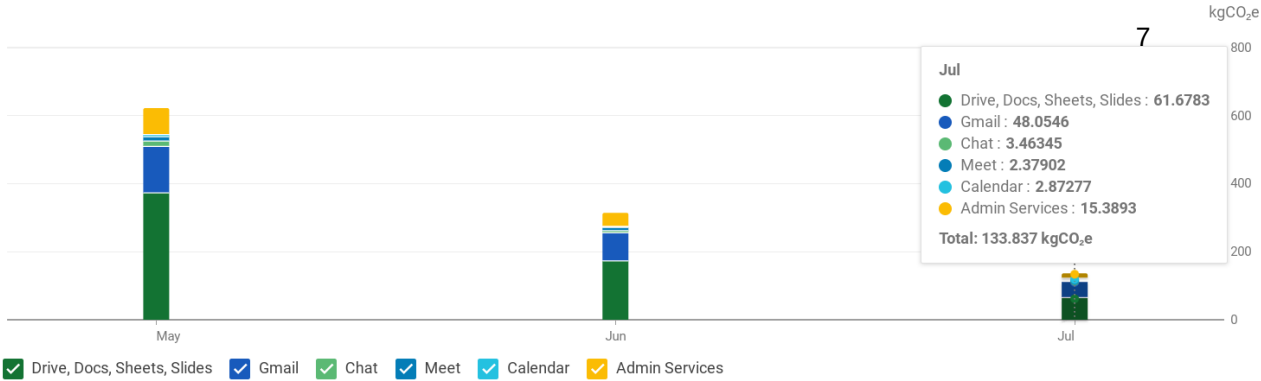
- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Friday, September 8.. - **95% DONE**
 - District-Wide: \$2M Classroom AV Upgrades. This update included ~ 200 classrooms plus 21 portable SMART MX286 Display systems. - **90% DONE**
 - Lester Park [LÜ ÜNO Play](#) system. **50% DONE**.

- **New - Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**

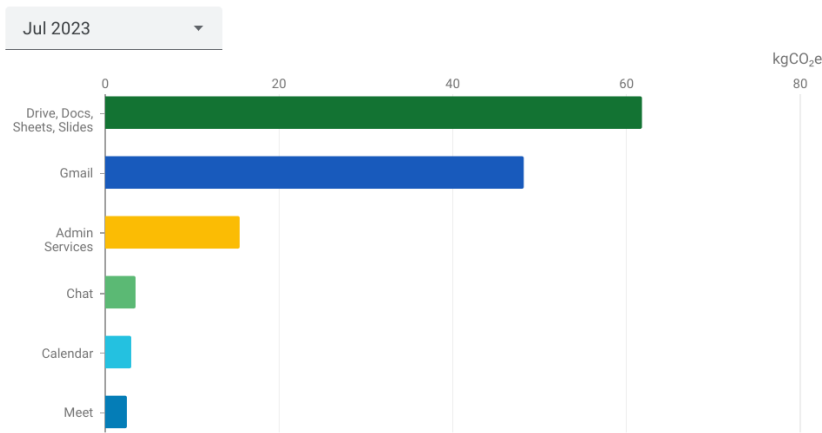
- [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
 - 133.837kg is our July 2023 Carbon Footprint
 - 1.06631t is our May 2023 - July 2023 Carbon Footprint (see graph below)
 -

Location-based carbon footprint over time

May 2023 - July 2023



Location-based carbon footprint by application



1 metric ton of CO₂e

1 metric ton of CO₂e is equivalent to carbon sequestered by 16.5 tree seedlings grown for 10 years.

[View more equivalencies](#)

Transportation Report August 2023 Activities

8

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

We are working with the new software now fixing issues with routes for the 23-24 school year.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and now we still need a helper as well.
- Joe has been doing a great job as a supervisor, he is catching on and works very well with everyone.
- We have a few new or returning drivers but also lost another one just before school.

Bus Maintenance

- Buses are still having issues due to age and rust, we have 2 that are not worth fixing as the rust is too far.
- Currently we are borrowing 2 buses from Voyageur just to make sure we can cover our routes.
- Having the buses stored indoors now and having the dedicated wash bay should help with these issues in the future.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 93,842 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

RESOLUTION

Acceptance of Donations to Duluth Public Schools

9

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
Denfeld HS	Kenneth Cinker	\$50.00		Mr. Cinker provided restoration services on the Denfeld spire. When asked for W9 for payment, Mr. Cinker said to donate the \$50 back to the school.
Denfeld HS	Robert and Lauren Dahlin	\$500.00	Duluth Denfeld Football	
Districtwide	Jill Lofald	\$100.00	Unity in Our Community	
Districtwide	Julie Shelton	\$25.00	Unity in Our Community	
East HS	Whole Foods Co-op	In-kind	Duluth East Culinary Arts	We received a donation of a commercial flat top and steamer for the Duluth East Culinary Arts program.
Laura MacArthur ES	Western Bank	\$310.00 + In-kind		A continued community partner that helps and supports west Duluth and Laura MacArthur
Piedmont ES	Jim Paczynski	In-kind		120 Spiral Notebooks; 15 packs of markers; 24 boxes of crayons; 30 glue sticks; 40 pocket folders; 120 pencils; 4 bottles of glue
Piedmont ES	Hillside United Methodist Church	In-kind		12 Boxes of Kleenex; 4 backpacks; 12 Plastic folders; 8 Composition Notebooks; 6 Spiral Notebooks; 4 Plastic pencil cases; 20- 24 count crayons; 2-64 count crayons; 40 pens; 5-10pk colored pencils; 4- 10pk markers; 2 - 20pk markers; 9 pkgs pencils; 4 pencil sharpeners; 14 glue sticks; 5 bottles of glue; 6 pair of scissors; 6 erasers; 4 rulers; 8 Expo dry erase markers; 1 watercolor; 1 highlighter
Piedmont ES	Cub Foods Duluth	In-kind		35 paper grocery bags of assorted school supplies

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
The Northland Foundation	Jen Jaros	Prenatal-Grade 3 Early Childhood and Curriculum Depts	4,000	Annually The Northland Foundation invites our district to apply for funds to continue working toward P3 goals. ISD709 has participated in MDE's P3 Initiative for over 10 years. Additionally, The Northland Foundation offers an Early Childhood Summit. A team from our district attends and is then offered this grant opportunity. We have been active participants in this important work. In recent years, the funds have been used for preschool SEL/PBIS-like Pyramid Model training, travel expenses and supplies. Additionally, this year this funding allowed us to gather early childhood and kindergarten teachers, principals and other leaders to learn/train in regard to intentional play-based learning in the classroom. This grant would be used for similar

				purposes next year. The P3 Leadership group of Jen Jaros, Sherry Williams, Brenda Spartz and Sally Weidt will be meeting in the next few weeks create a plan forward. THIS GRANT IS DUE 6/20, and will be written once approved through this process.
The Northland Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	6500	HBCU Trip

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 19, 2023 at 6:00 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2023 payable in 2024.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2023 payable 2024 at the maximum amount.

HUMAN RESOURCES ACTION ITEMS FOR: SEPTEMBER 19, 2023**CERT APPOINTMENT**

<u>CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALVAREZ, CHARLIE D	Grade 2 Spanish Immersion/Lowell, (MA) IV 9 1.0,	08/29/2023
AMYS, SAMANTHA J	Orchestra Teacher/Lincoln Park,Denfeld, (BA) III 7 1.0, Klimek, B. transfer	08/29/2023
ARRO, LANA	Middle/High School Math (TOSA)/AEO/ALC, (MA) IV 9 1.0,	08/29/2023
BAYCH, AMANDA S	Band Co-Teacher/Lincoln Park, (BA+30) IV 3 1.0,	08/29/2023
BOHAN, BRYNN M	Physical Science/Biology/ Denfeld, (BA+45) III 1 1.0, Ballavance K. resigned	08/29/2023
CARL, GRANT J	Co-Orchestra Teacher/Lincoln Park, (BA) III 1 0.6,	08/29/2023
CLARK, ANDREA M	Library Media Specialist/Myers Wilkins, (BA) III 8 0.8, Backstrom M. transferred	08/29/2023
CONSIDINE, ERIN C	Speech Language Pathologist/District Wide, (MA) IV 9 1.0,	08/29/2023
ECKEL, JENNIFER N	Sped Residential Teacher/Rockridge, (MA) IV 6 1.0, Hoppe, A. transferred	08/29/2023
ELNES-SCHPEPPER, RONDA D	DAPE Teacher/District Wide, (MA) IV 9 1.0, replacing Leblanc M.	08/29/2023
FELDMAN MCCULLOUGH, HARMONY C	Preschool Social Worker/Headstart, (MA) IV 9 0.5,	08/29/2023
FURCHERT, CAROLA A	Social Studies/ALC, (MA+15)IV 9 1.0,	08/29/2023
HAGGEN, AMANDA M	Music Teacher/Lakewood/Stowe, (MA)IV 6 1.0,	08/29/2023
HAUSSNER, MARY B	Library Media Specialist/Piedmont, (MA) IV 9 1.0, Davidson G. transfer	08/29/2023
HILDR, JILL A	Sped ECSE B-6 Teacher/District Wide, (BA+45) III 8 1.0,	08/21/2023
HUGHES, KIM M	Sped SMI/ASD Setting III Teacher/Denfeld, (MA) IV 8 1.0, replaced Harkins, S.	08/29/2023
KELLEY, KATHERINE F	Sped Speech Lang. Path./District Wide, (MA) IV 9 1.0,	08/29/2023
KLUG, KAYLA L	Sped Physical Therapist/District Wide, (PhD)IV 9 1.0, R. Rodd retired	08/29/2023
LARSON, ASHLEY B	Elementary Math Interventionist TOSA/Piedmont, (BA) III 1 1.0, Dolinsek K. transferred	08/29/2023
LOFALD, RACHEL C	ORCHESTRA TCHR/DENFELD, (MA) STEP	08/29/2023
LOZINSKI, MEGHAN M	GRADE 8/LINCOLN PARK, (MA)IV 5, 1.0 FTE/M. LOVOLD RETIRED	08/29/2023
LUNDELL, BRONWYN J	Sped Multi Categorical Setting III Teacher/Lester Park, (BA) IV 2 1.0, replaced Franklin D.	08/29/2023
MACDOWELL, NATHAN P	Sped STEPS Setting IV Teacher/Rockridge, (MA) IV 1 1.0,	08/29/2023
MARTIN, JUSTIN A	LTS Sped Social Worker/District Wide, (MA) IV 9 1.0, Litman T.	08/22/2023
MCGARRY, MORGAN J	Health Teacher/Denfeld, (MA) IV 5 0.7,	08/29/2023
NEVIN, LEEANNA G	Sped Resource Teacher/Laura MacArthur, (BA) III 3 1.0, Northup M. resigned	08/29/2023
PELOQUIN, HEIDY L	Sped Speech Pathologist/District Wide, (MA) IV 4 1.0,	08/29/2023
RAUKAR, LAURALEE	24 Hr Posting Grade 5 Teacher/Lester Park, (BA) 8 1.0,	08/31/2023
REED, NICHOLE M	Preschool/Head Start Teacher/Lowell, (BA) III 8 1.0, Walker-Davis S. Transferred	08/29/2023
REKER, CHRISTINAA	English Lang. Arts, Immersion Specialist TOSA/Lowell, (MA) IV 9 1.0, Cameron, A. replaced	08/29/2023
REUL-MONSON, SARAA	Grade K/Lakewood, (MA+45) 9 1.0,	08/29/2023
REYNOLDS, MARK C	Sped Resource Teacher/Denfeld, (BA) III 8 1.0, Cheselski P. transferred	08/29/2023
RICE, LAURA C	Sped Speech Language Path/District Wide, (MA) IV 5 1.0,	08/29/2023
ROSE, ANNA K	Library Media Specialist/Lester Park, (MA) IV 9 1.0, Knettel, C. transferred	08/29/2023
RUST, LAURA J	Dean of Students TOSA/Denfeld, (MA) IV 9 1.0, Schmitz A. transfer	08/29/2023
SCHMIDT, LAUREN G	Preschool Teacher/Stowe, (BA) III 1 0.6, Bachinski S. resigned	08/29/2023
SILBERMAN, PHOEBE J	SPED, East High, (BA) IV 6, 1.0	08/29/2023
SORVIK, CHELSEA L	Speech Language Pathologist/District Wide, (MA) IV 8 1.0,	08/29/2023
YOUMANS, EMILY P	Visual Arts Specialist/Ordean & East, (BA) III 5 0.9, Tran T. displaced	08/29/2023

CERTIFIED LEAVE OF ABSENCE

<u>CERTIFIED LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
LEONE, RILEY C	SPECIAL EDUCATION RESOUECE/LAURA MACARTHUR	10/09/2023
SHEVICH, ANDREA	GRADE 1/LAURA MACARUTHUR	08/29/2023 10/09/2023

CERTIFIED DECREASE

<u>CERTIFIED DECREASE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
RICHARDS, ANASTASIA K	SPEC ED OCCUPATIONAL THERAPIST/STOWE, 1.0 TO .8	08/29/2023
SAARI, LORI K	SPEC ED NURSE/ORDEAN EAST, 1.0 TO .8	08/29/2023

CERTIFIED INCREASE

<u>CERTIFIED INCREASE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDRYS, HEATHER L	PRESCHOOL/LAURA MACARTHUR, .6 TO 1.0	08/29/2023
CHRISTENSON, PAUL D	MUSIC/VOCAL/EAST, .8 TO 1.0	08/29/2023
GOULET, JASON A	SPEC ED OCCUPATIONAL THERAPIST/DW, .6 TO .8	08/29/2023
JOHNSON, KATHRYN J	ENGLISH/ALC, .8 TO 1.0	08/29/2023
MCGARRY, MORGAN J	.7 HEALTH/DENFELD, .2 HEALTH/ALC, .7 TO .9	08/29/2023
SCHMITZ, ANDREW P	SOCIAL STUDIES/STUDENT GOVERNMENT/DENFELD, .9 TO 1.0	08/29/2023
ZIMPEL, ANNE E	ECFE CHILD EDUCATOR/LESTER PARK, .775 TO 1.0	08/29/2023

CERTIFIED RESIGNATION

<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
JARVIS, DEBRA A	SPED RESOURCE TEACHER/EAST HS	08/07/2023
JOHNSON, ELISABETH M	PREK TEACHER, PIEDMONT	08/15/2023
SODERLUND, GABRIELLE M	MUSIC TEACHER/LAURA MAC/MYERS WILKINS	08/24/2023

CERTIFIED RETIREMENT

<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BLATT, TODD M	GRADE 3 TEACHER/HOMECROFT	08/17/2023

CERTIFIED VOLUNTARY REDUCTION

HARROLD, CARLA L	ENGLISH/DENFELD, 1.0 TO .6, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
HOLLINDAY, GINA M	SOCIAL STUDIES/DENFELD, 1.0 TO .8, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
MACIOCE, MARIA J	ENGLISH/DENFELD, 1.0 TO .6, VOLUNTARY REDUCTION	08/29/2023	06/07/2024
VENUS, JULIE A	SPEC ED TOSA/DW, 1.0 TO .8	08/29/2023	06/07/2024

CERTIFIED OVERLOADS

	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
BUSH, SHANIA F	PHY ED/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
CUMMINS, JOHANNA M	SPANISH/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
GIZAS, STACY J	VOC SERVICE OCCUP/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
GROVER, MELISSA M	ENGLISH SECOND LANGUAGE/DW, .6 TO .8	08/29/2023	06/07/2024
HANSON, DANA K	ENGLISH/FRESHMAN SEMINAR/DENFELD, .9 TO 1.0	08/29/2023	06/07/2024
JONES, GREG L	STAFF DEVELOPMENT/HOCHS, 1/6 OVERLOAD	08/29/2023	06/07/2024
KOLODGE, CAMERON D	BUSINESS EDUCATION/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
KUROSOKY, CHERYL M	SCIENCE/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
LAFONTAINE, LAURA J	HEALTH EDUCATION/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
MCDOWELL, JENNIFER E	ENGLISH SECOND LANGUAGE/DW, .6 TO 1.0	08/29/2023	06/07/2024
MOORE, PATRICK W	ENGLISH/ALC, 1/6 OVERLOAD	08/29/2023	06/07/2024
SIMONS, DONALD G	ENG & MFG VOC/EAST, 1/6 OVERLOAD	08/29/2023	06/07/2024
SUNDAL, JENNIFER S	PRESCHOOL/WASHINGTON CENTER, .75 TO 1.0	08/29/2023	06/07/2024

NON CERT APPOINTMENT

	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
HASKINS, JASMINE R	Production Manager/District Wide, 35/38Wks, \$17.75/Hr	08/30/2023	
BARONE-ERSPAMER, ASHLEY B	Office Support Specialist Int./Ordean, 40/46Wks, \$18.16/Hr,	08/14/2023	
BLAZIER, RUTH E	ECSE Paraprofessional/District Wide, 31.25/38Wks, \$20.12/Hr, McClarey C. transfer	08/29/2023	
BOOTH, EDWARD DB	Sped Para/East, 32.5/38wks, \$18.74/Hr, Kvam T.	08/29/2023	
BOOTHE, SHARYN K	Nutritional Service Assistant/Lowell, 17.5/38Wks, \$13.22/Hr.	08/30/2023	
BORGREN, ANDREA M	Nutritional Service Assistant/Lowell, 16.25/38Wks, \$13.22/Hr,	08/30/2023	
BREMER, VICTORIA R	Office Support Specialist Intermediate/DSC, 40/42wks, \$18.16/Hr	8/30/2023	
CASILLAS, LAURA E	Sped Student Specific Para/Chester Creek, 31.25/38Wks, \$18.89/Hr,	08/29/2023	
COMPO, BERAM L	School Bus Driver/Transportation, 25/38Wks, \$21.08/Hr.	09/05/2023	
DAVEY, TROY R	Bus Helper/Transportation, 25/38Wks, \$15.40/Hr, Olesiak G.	08/29/2023	
DAVIS, DEBRA A	Nutritional Service Assistant/Lowell, 22.5/38Wks, \$13.22/Hr.	08/30/2023	
DICKENSON, JULIE K	Nutritional Service Assistant/Denfeld, 23.75/38Wks, \$13.22/Hr.	08/29/2023	
DIMARCO, ANTHONY D	Sped Para/Denfeld, 32.5/38Wks, \$20.12/Hr,	08/29/2023	
DUPREE, KRISTY	Sped BW Paraprofessional/Myers-Wilkins, 31.25/38Wks, \$18.61/Hr.	08/29/2023	
FREDRICKSON, ISAAC J	Sped Paraprofessional/Myers-Wilkins, 31.25/38Wks, \$17.77/Hr.	08/29/2023	
FREEL, FREDERICK J, II	School Bus Driver II/Transportation, 25/38Wks, \$21.08/hr, Geissler, M.	08/29/2023	
FREESE, TERA W	ECSE Para/District Wide, 31.25/38Wks, \$19.31/Hr, Olson, N. resigned	09/05/2023	
GOLDFINE, JASON S	Custodian I/Denfeld, 40/52Wks, \$17.52/Hr,	09/05/2023	
HOLAPPA, MARY V	Nutritional Service Assistant/ East, 30/38wks, \$13.22/hr,	08/30/2023	
JAMES, SUSAN M	Sped BW Para/Myers-Wilkins, 31.25/38Wks, \$19.56/Hr, Kaczor, T.	08/29/2023	
JANEZICH, AISHE E	Sped BW Paraprofessional/East, 32.5/38Wks, \$18.61/Hr	08/29/2023	
KEDROWSKI, MARK D	Sped LPN Para/Denfeld, 37.5/38Wks, \$24.09/Hr.	08/29/2023	
KROCHALK, SUSAN L	Sped Student Specific Para/East, 32.5/38Wks, \$20.38/Hr,	08/29/2023	
LANE, DANIEL E	Custodian I/DSC, 40/52Wks, \$17.52/Hr,	08/08/2023	
LONGAKER, SCOTT J	Sped BW Paraprofessional/Myers-Wilkins, 31.25/38Wks, \$18.61/Hr, Hoder M. retired	08/29/2023	
MAKI, MICHAEL A	Dishwasher/Congdon, \$13/Hr	09/05/2023	
MARUNICH, RENEE M	Paraprofessional/Piedmont, 31.25/38Wks, \$18.61/Hr.	08/29/2023	
MEAD, LILY I	Sped Paraprofessional/Stowe, 25/38Wks, \$17.77/Hr, Cottingham J.	08/29/2023	
MEHLE, JESSE R	SPEC Student 22.5/38WKS, 19.72/hr, K.Beck	08/29/2023	
NORTHROP, STEPHEN D	Sped Student Specific Para/East, 23.75/38Wks, \$20.05/Hr.	08/29/2023	
OZMUN, NANCY J	Preschool Paraprofessional/Stowe, 23/38wks, \$20.12/hr, Bruce, C.	08/29/2023	
PAYNE, LEAH A	Check and Connect Para/Lincoln Park, 36/38Wks, \$24.72/Hr, Osuchukwu C.	08/29/2023	
PERPICH, CALI M	Preschool Paraprofessional/Piedmont, 23/38Wks, \$18.89Hr, Tvedt. C resign	08/29/2023	
PETERSON, CHASE P	Sped Student Specific Para/Ordean, 20/38Wks, \$19.86/Hr,	09/05/2023	
ROE, BREANNA L	Health Assist/LPN Para/District Wide, 32.5/38Wks, \$24.35/Hr, Bovard K. resigned	08/29/2023	
SALISBURY, HANNAH J	Sped BW Para/Ordean, 32.5/38Wks, \$18.74/Hr, Erdahl R. resigned	08/29/2023	
SAVRE, ALAN JAMES A	Graphic Arts Tech Tutor Para/East, 40/38Wks, \$18.90/Hr, Leonard B. retired	08/29/2023	
SCARBROUGH, ALEXIS J	Sped BW Para/Stowe, 31.25/38Wks, \$18.61/Hr, Hamlin H. resigned	08/29/2023	
SCHULTE, SARAH E	Nutritional Service Assistant/Lincoln Park, 30/38Wks, \$13.22/Hr,	08/30/2023	
STEINKE, HUNTER M	Sped Paraprofessional/East, 32.5/38Wks, \$18.61/Hr, Hillman M. resigned	08/29/2023	
STERLING, ROXY L	Nutritional Service Assistant/Denfeld, 18.75/38Wks, \$13.22/Hr,	08/30/2023	
TAKAHASHI-PETERSON, YOKO	Preschool Paraprofessional/Piedmont, 20/38Wks, \$18.61/Hr, Geer, M.	08/29/2023	
VICK, AMY LYNN H	Sped Paraprofessiona/Stowe, 31.25/38Wks, \$18.74/Hr, Pederson, K resigned	08/29/2023	
WIEBER, ALISON M	Sped BW Paraprofessional/East, 32.5/38Wks, \$18.89/Hr, Zwak M. transfer	08/29/2023	

ALLEN, FRANKLIN P, IV	SPED BW PARA/EAST	08/17/2023
ARNESON, DANIELLE B	SPED SCHOOL NURSE/CONGDON PARK	08/17/2023
BRAUN, GARY R	SPED PROG PARA/EAST	11/03/2023
EADES, JOSHUA J	PRE K PROG PARA/PIEDMONT	08/07/2023
FRANCISCO, MEGAN A	SPED LPN PARA/LESTER PARK	08/22/2023
HALVORSON, LAURA M	SPED BW PARA/MYERS-WILKINS	08/31/2023
HOFFMAN, CLAIRE E	COMMUNITY EDUCATION COORD/LINCOLN PARK MS	09/06/2023
HURSEY, KEITH A	SPED PROG PARA/DENFELD	08/07/2023
JOHNSON, JENNIFER N	SCHOOL BUS DRIVER II/TRANSPORTATION	07/27/2023
KILGOUR, SARAH G	TECH TUTOR PARA/EAST HS	08/17/2023
LIND, JULIE A	HEALTH ASSISTANT LPN PARA/LINCOLN PARK MS	08/16/2023
NORTHROP, STEPHEN D	SPED CHILD SPEC SETTING III/EAST HS	09/01/2023
ROURKE, RILEY A	SPED CHILD SPECIFIC PARA/MERRITT CREEK ACADEMY	08/23/2023
SEPP, ANGELA F	SPED BUSINESS MANAGER/DSC	09/01/2023
SZUKIS, KIRK TW	SPED PROG PARA/DENFELD	08/18/2023
TADEVICH, GERALD M	BUS DRIVER II/TRANSPORTATION	08/28/2023
WATCZAK, JAMES F	CHILD NUTRITION SERVICE ASSISTANT/LOWELL	09/28/2023
ZANTEK, WENDY J	BUS HELPER/DW	08/22/2023

RAPP, GEORGENE S OFFICE SUPPORT SPECIALIST/DENFELD 9/15/2023

WILLIAMS, TRAVIS W	SCHOOL CUSTODIAN I/CONGDON	8/18/2023
LEDOUX, KIMBERLY	BUSINESS MGR/FACILITIES	9/15/2023

AMUNDSON, JENNA M	ELEM SOCIAL STUDIES CONTENT SPECIALIST/DW, \$2,500.00	8/29/2023	6/7/2024
BANGSUND, EDWINAE J	ASSESS TEST COORD STIPEND/ARROWHEAD ACADEMY, \$1,500.00	8/29/2023	6/7/2024
BOYNTON, CHRISTINA A	ELEM ART COMMITTEE LEAD/DW, \$2,500.00	8/29/2023	6/7/2024
DRENGLER, ERIKA E	ELEM PHY ED CONTENT SPECIALIST/DW, \$2,500.00	8/29/2023	6/7/2024
GARLAND, KENNETH T	ELEM MUSIC COMMITTEE LEAD/DW, \$2,500.00	8/29/2023	6/7/2024
GREENE, KATIE J	ELEM SCIENCE CONTENT SPECIALIST/DW, \$2,500.00	8/29/2023	6/7/2024
GRIMSBY, JONATHAN C	SECONDARY MUSIC COMMITTEE LEAD/DW, \$2,500.00	8/29/2023	6/7/2024

CLASSIFICATION DESCRIPTION

<u>Title of Immediate Supervisor:</u> Director of Teaching, Learning and Equity	<u>Department:</u> Teaching, Learning and Equity	<u>FLSA Status:</u> Exempt
<u>Accountable For (Job Titles):</u> Digital Innovation Specialists		<u>Pay Grade Assignment:</u> Duluth District-Wide Instructional Administrators' Association,

General Summary or Purpose Of Job:
Provides leadership administration, and supervision of the District's Technical and Digital Innovation Programs and staff. The Educational Technology and Innovation Coordinator develops, supports, and maintains the effective implementation of digital tools for faculty, staff, and students. The Educational Technology and Innovation Coordinator provides strategic leadership, direction, and coordination of instructional technology to support the success of all students.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)
1.	Establish, maintain, and evaluate programs that will enhance the appropriate use of technology for learning, collaboration, and productivity for students and faculty/staff.
2.	Plan, organize, coordinate, and evaluates technology services that support instructional programs;
3.	Serve as a resource to teachers and administrators to enhance instructional technology in the classroom;
4.	Provide appropriate staff development and training;
5.	Assist the district and its schools in building the district's capacity to effectively use and integrate instructional technology into teaching and learning;
6.	Provide resources and training so that both students and teachers become independent users of technology to support and enhance student learning;
7.	Maintain and coordinate the use of multimedia and innovation labs;
8.	Provide tech support to teachers and troubleshoot IT issues when necessary;
9.	Assess the technology training needs of the instructional staff and deliver appropriate training on hardware, software and internet usages as well as methods and instructional strategies of integrating technology into the curriculum;
10.	Assess the technology training needs of the building administrators and deliver appropriate training on hardware, software and internet usages to enhance technology leadership skills;
11.	Responsible for the supervision and evaluation of Digital Innovation staff, working with site administrators for input;
12.	Work with teachers to integrate the use of Smart Boards and other technology tools in the classroom.

CLASSIFICATION DESCRIPTION

13.	Design, develop, and deliver on-line training to faculty and staff in the use of instructional technologies and educational best practices, instructional resources, instructional technologies and multimedia hardware/software to support teaching and learning;
14.	Train and support staff in technology platforms essential to teaching and learning;
15.	Serve on the technology leadership team to plan the development and implementation of the district technology plan which includes E- Learning and the District's Strategic plan as it pertains to Technology;
16.	Work with the Director of Teaching and Learning to develop faculty training programs and lead professional development;
17.	Responsible for the oversight of student on-line activity throughout the year including training and supporting site administrators and select staff on the mandatory software such as Linewise and SysCloud;
18.	Provide oversight and management of curricular resources and third party software for learning management systems (LMS);
19.	Manage the yearly COPPA compliance and Blended Learning forms;
20.	Serve as the primary contact for technology and curriculum for Teaching Learning and Equity;
21.	Other duties as assigned that relate to work being conducted by the Teaching, Learning and Equity department;

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

- Bachelor's degree from an accredited college or university.
- Five years of significant, directly related, and successful experience in the field of educational technology. Classroom teacher experience working with educational technology is considered related experience.
- Previous experience in curriculum development, coaching, facilitating and presenting to other classroom teachers.

Preferred Qualifications:

Teaching Credential

Prior teaching experience in an educational technology capacity is strongly preferred, as is experience working with K-12 students

Knowledge Requirements:

Requires knowledge of:

- Technology and computer software applications/digital tools relative to instruction.
- Available and emerging technologies especially regarding mobile technologies and personal devices.
- Current applicable laws, codes, regulations, policies, and procedures.
- School district organization, operations, policies, and procedures.
- Facilitating committees to identify needs, develop goals, and create and monitor action

CLASSIFICATION DESCRIPTION

plans.

- Working collaboratively with interoffice and interagency staff to achieve common goals.
- Or willingness to learn Minnesota standards for all content areas.
- Learning Management Systems (Canvas and Seesaw)

Skill Requirements:

Skilled in:

- Evaluating a variety of instructional technology programs to ascertain appropriateness, validity, effectiveness, and uses.
- Planning, coordinating, scheduling, and administering resources to support instructional technology programs that have been adopted for use in the classroom.
- Developing or designing plans to monitor and assess the effectiveness of instructional technology in the classroom.
- Planning, coordinating, scheduling, and administering academic curriculum via technology for use in the classroom.
- Planning, collaborating, coordinating, and facilitating a variety of meetings, workshops, trainings, and conferences that are relevant to instructional technology.
- Selecting, training, supervising, monitoring, and evaluating personnel as appropriate.
- Problem solving instructional technology issues that are pertinent to classroom instruction.
- Communicating effectively, both orally and in writing.
- Understanding and be sensitive to those of culturally and linguistically diverse backgrounds.
- Understanding and communicating the privacy and security needs within educational technology (example: Children's Online Privacy Protection (COPPA), Children's Internet Protection Act (CIPA), Family Educational Rights and Privacy Act (FERPA), etc.
- Demonstrating strong interpersonal skills using tact, patience and courtesy.
- Establishing and maintaining cooperative relationships with school personnel, vendors, co-workers and the public.
- Organizing work, programs and activities to meet schedules, timelines and deadlines.
- Maintaining accurate, up-to-date, and organized record-keeping.
- Planning and organizing meetings, presentations and the ability to present "best practices" data and research.
- Ability to establish priorities, work independently, and proceed with objectives without supervision.
- Resource management to maintain, allocate, adjust and procure resources.

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

Employee is required to:	Never	1-33% Occasiona lly	34-66% Frequentl y	66-100% Continuously
Stand			√	
Walk		√		
Sit		√		
Use hands dexterously (use fingers to handle, feel)			√	

CLASSIFICATION DESCRIPTION

Reach with hands and arms		√
Climb or balance	√	
Stoop/kneel/crouch or crawl		√
Talk and hear		√
Taste and smell	√	
Lift & Carry:	Up to	√
10 lbs.		
	Up to 25 lbs.	√
	Up to 50 lbs.	√
	Up to 100 lbs.	√
	More than 100 lbs.	√
General Environmental Conditions:		
General Physical Conditions:		
Work can be generally characterized as:		
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.		

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

Job Classification History:

Revised 7/12/2019

Duluth

Public Schools

HR/BS Services Committee Monthly Fund Balance Report September 12, 2023 Committee Meeting

9/7/2023

REVENUES	23-24		23-24	23-24	23-24	23-24
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED	EXPENSES TO YEAR TO DATE	EXPENSES ENCUMBERED	BUDGET BALANCE
	FUND	Jul-23	JULY 23-24	July - Aug	July - Aug	July - Aug
General	1	\$126,200,922.80	\$126,270,793.80	\$21,159,995.47		\$105,110,798.33
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$158,340.03	\$1,066.65	\$3,881,926.62
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$693,407.81		\$6,327,533.31
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$560,217.92	\$ -	\$7,935,327.08
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$193,244.49	\$ -	\$2,549,302.51
Building Construction	6	\$ -	\$ -	\$ -		\$ -
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$888,427.87	\$ -	\$22,758,795.13
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$96,309.60	\$ -	\$853,690.40
Student Acitivity	79	\$58,406.00	\$58,406.00	\$20.00	\$322.00	\$58,708.00
REVENUE	TOTALS:	\$173,430,884.92	\$173,500,755.92	\$23,749,963.19	\$1,388.65 \$ -	\$149,752,181.38

EXPENSES	23-24		23-24	23-24	23-24	23-24
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED	EXPENSES TO YEAR TO DATE	EXPENSES ENCUMBERED	BUDGET BALANCE
	FUND	Jul-23	JULY 23-24	July - Aug	July - Aug	July - Aug
General	1	\$120,283,293.86	\$121,080,152.46	\$9,407,591.87	\$4,172,770.60	\$107,499,789.99
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$166,084.18	\$2,673,543.13	\$1,173,248.69
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$367,089.11	\$579,794.07	\$5,802,749.58
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$578,360.87	\$36,879.63	\$7,015,624.50
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$1,862,491.29	\$333,505.48	\$5,803,622.48
Building Construction	6	\$ -	\$ -	\$984,591.85	\$92,616.12	-\$1,077,207.97
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,254,587.45	\$ -	\$21,385,412.55
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$169,115.09	\$87,273.38	\$658,611.53
Student Acitivity	79	\$306,948.00	\$306,948.00	\$4,257.22	\$5,587.68	\$297,103.10
EXPENSE	TOTALS	\$171,310,984.87	\$172,588,843.47	\$15,794,168.93	\$7,981,970.09 \$ -	\$148,812,704.45

Fin 160 ESSER IIIExpenses

Program 030 Asst Supt	\$ -
Program 110 Admin	\$ -
Program 108 Tech	\$ -
Program 203 Elem	\$ -
Program 211 Secondary	\$ -
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ -
Program 740 Pupil Engage	\$ -

Fund 06 Build constructio Expenses

debt serv payment/prof serv course 000/000
admin owner pymnt course 800
admin design serv course 801
admin constru mngmt course 802
admin commissions course 803
interior surf constr costs course 804
admin site services 805
long term lease 806

Ex CurricularFund 01

Program 298	Revenue	\$42,597.76
Program 298	Expense	\$22,075.98

 \$ -

**Fundraisers Reported
August 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
Denfeld HS	Denfeld Football	\$11,200.00	Discount Cards
Denfeld HS	All Denfeld Athletics and activities are welcome to participate	\$10,000.00	Oktoberfest - Kern and Kompany would like to help all Denfeld clubs & activities earn money by volunteering that the event taking place September 13-17. All clubs and activities are welcome to volunteer to earn money for their respective club or activity.

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

22

This AGREEMENT is made and entered into this 21st day of August 2023, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Lester Park Elementary School** located at 5300 Glenwood St., Duluth, Minnesota 55804, (hereinafter referred to as **SCHOOL**).

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

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

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

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:
 - 1. Verification of current licensure or certification as applicable; and
 - 2. Completed application for employment or resume; and
 - 3. Verified references; and
 - 4. Evidence of annual performance evaluation; and
 - 5. A criminal record check, conducted upon hire, if required by state law; and
 - 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
 - 7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
 - 8. Attestation of employee vaccination or exemption status where applicable.
- C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.
 - 1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
 - a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

- b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
 - c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT**.
 - d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL's** district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance.
 - 1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.
 - 2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.
- F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.
- G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).
- H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

- A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.
- C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.
- D. Insurance.
 - 1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.
- C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures, or (3) any exposure to the COVID 19 virus except when the sole cause was from a **BAYADA** specific confirmed exposure.
 - D. Equipment and Supplies. **SCHOOL** will supply **BAYADA's** RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.
 - E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA**, and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA's** employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
 - F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA's** employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$70.00/hour for RN or \$60.00/hour for LPN services provided under this Agreement. The maximum budget for this contract will not exceed \$112,000. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.
- B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

25

- A. This Agreement will come into effect beginning on **August 31, 2023** and will remain in effect through **June 30, 2024**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
 - 1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
 - 2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
 - 3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

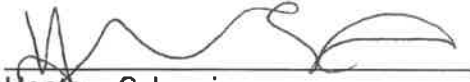
V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

26

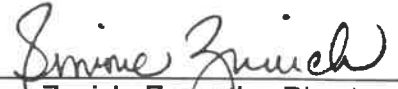
Date: 08.30.2023



Heather Scherping
Director

Signing with authority for
BAYADA Home Health Care, Inc.

Date: 08.31.2023



Simone Zurich, Executive Director,
Business Services for Duluth Public
Schools

Signing with authority for
Lester Park Elementary School

Jill Lofald, Board Chair

PID: ____

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

Assignment Details

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

Telepractitioner:	Barbara Brigham		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	08/14/2023	Assignment End Date:	06/07/2024
Position:	Tele - DHH		
Hours per Week:	40.00		
Bill Rate per Hour	\$98.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	\$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

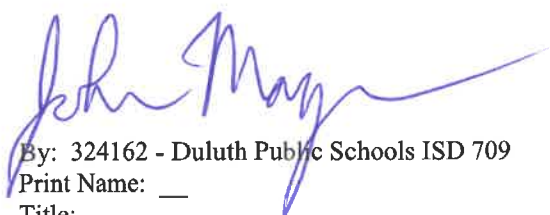
By: 324162 - Duluth Public Schools ISD 709

Print Name: _____

Title: _____

Date: _____

Jill Lofald, Board Chair

A handwritten signature in blue ink, appearing to read "John May", is written over the printed text.

By: 324162 - Duluth Public Schools ISD 709

Print Name: __

Title: __

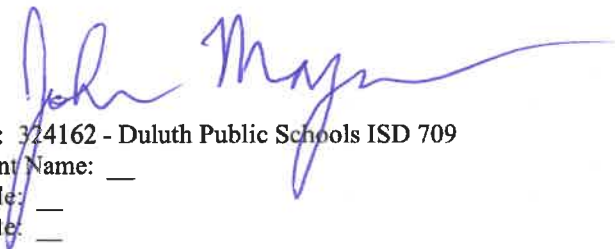
Date: __

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

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

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

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



By: 324162 - Duluth Public Schools ISD 709

Print Name: _____

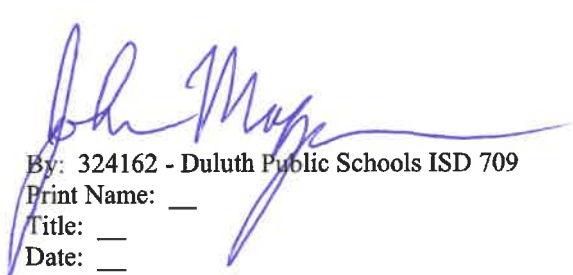
Title: _____

Date: _____

Duties and Responsibilities

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

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



By: 324162 - Duluth Public Schools ISD 709

Print Name: ____

Title: ____

Date: ____

By: 324162 - Duluth Public Schools ISD 709

Print Name: ____

Title: ____

Date: ____

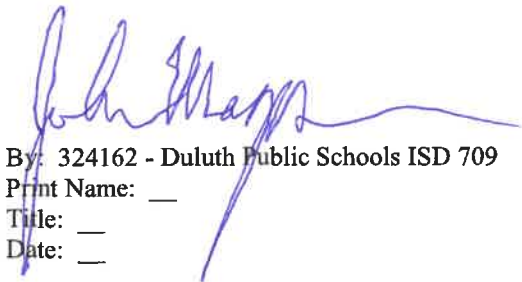
VocoVision Damaged Equipment Policy

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

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

Packaging

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



By: 324162 - Duluth Public Schools ISD 709
Print Name: ____
Title: ____
Date: ____

By: 324162 - Duluth Public Schools ISD 709
Print Name: ____
Title: ____
Date: ____

**Expenditure Contracts Signed
August 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)

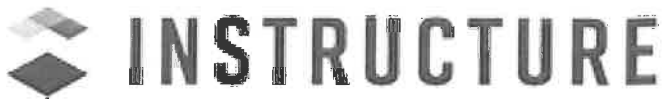
DU = Department Unrestricted (General Fund)

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
Instructure	\$3,000.00*	TLE (DU)	SIS conversion for Canvas LMS educational software
Lake Superior College	\$3,000.00 per course, per teacher	TLE (DU)	College in the Schools agreement for FY24
Brent Wetzel	\$250.00*	TLE (DR)	Training for staff development day 8/29/23 at Denfeld HS
Natalie Davison	\$350.00*	TLE (DR)	Training for staff development day 8/29/23 at Denfeld HS
Involta	\$37,778.60	Technology (DR)	Fiber Pair Cross Connect
University of Minnesota	\$4,404.00*	Assessment & Evaluation (DR)	Set of Implementing with Fidelity Check & Connect Manual and 2 nd edition Mentor Participant Guide
Wallis Speech Services LLC	\$600.00*	Special Services (DR)	Fluency/stuttering presentation for speech language pathologists staff development
Udac, Inc.	\$1,155.00*	Special Services (DR)	Instruction on career skills, business tours and information to advance informed decisions on employment after High School
Mary Ann Marchel	\$5,000.00*	Early Childhood (DU)	Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education Program

Gwen Stabe	\$3,800.00*	Early Childhood (DR)	Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures
Jen Prachar	\$10,000.00*	Early Childhood (DR)	Head Start Nutritionist/Dietitian
Secret Forest Playschool	\$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Secret Forest Playschool	\$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Secret Forest Playschool	\$3,650.00*	ECSE (DU)	Agency will provide services to meet the needs documented in a student's IEP
Cal Metts	\$1,400.00	Denfeld HS (DU)	Denfeld High School Theater Camp



Services Order Form

34

Order #: Q-333378-1
Date: 2023-08-30
Offer Valid Through: 2023-09-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Duluth Public School ISD 709

Address: 4316 Rice Lake Road, Suite 103
City: DULUTH
State/Province: Minnesota
Zip/Postal Code: 55811
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: Accounts Payable
Email: ap.vendor@isd709.org
Phone: 218-336-8704

Primary Contact

Name: Jennifer Larva
Email: jennifer.larva@isd709.org
Phone: +1 218 336 8700

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
SIS Conversion			Per Each	1	USD 3,000.00	USD 3,000.00
Non-Recurring Sub-Total						USD 3,000.00
Year 1 Total						USD 3,000.00
Grand Total:						USD 3,000.00

Professional Services	Description	Expiration	Qty
SIS Conversion	Our implementation consultants will help you convert or remap your SIS integration with Canvas LMS. We provide the following: *Project management *Disabling existing integration (if applicable) *Configuring a new Integration *Ensuring users don't lose access to existing content, either through a remap of user IDs in Canvas LMS or by customizing the new integration to match existing Canvas LMS user IDs. *Remapping Sub-account IDs, if applicable Note: User ID remap is our best effort based on all users coming through at the time of remap and may not capture all existing users in Canvas LMS. After remap goes to production, future mismatched user issues will be addressed by Support via the support process. SIS Conversion excludes the following services, which require a separate hourly consulting agreement: *Section and course remapping to match new integration. **Remapping sections and courses may not be possible, depending on what values are currently being used for provisioning courses/sections into Canvas LMS. **If this remapping cannot be performed, teachers may have duplicate enrollments during a school year period. *Custom mappings for non-teacher/non-student users and other objects beyond our default integration templates, including but not limited to: **One-to-many mappings for SIS and/or Canvas LMS objects **Parent/Observer integration **Filtering based on object data (e.g., only import courses that don't have a course code that ends in "x").	12 Months	1

35

Metrics and Descriptions:

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION

TAX INFORMATION

36

Is a Purchase Order required for the purchase or payment of the products on this order form?

Check here if your company is exempt from US state sales tax : _____

Please Enter (Yes or No): _____

Please email all US state sales tax exemption certifications to ar@instructure.com

If yes, please enter PO

Number: _____

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Duluth Public School ISD 709**Instructure, Inc.**

Signature: _____



Name: _____



Title: _____



Date: _____



Signature: _____

Name: _____

Title: _____

Date: _____

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between ***Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ***Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.

- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at <https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/>.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2023 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.
- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2023 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on **July 1, 2023, or upon the date that the final required signature is obtained by MINNESOTA STATE**, whichever occurs later, and shall

remain in effect until ***June 30, 2024*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. AUTHORIZED REPRESENTATIVES.

- a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Jennifer Larva
 Title: Director of Curriculum and Instruction
 Address: 215 N 1st Avenue East; Duluth MN 55802
 Telephone: 218-336-8700 x 1007
 E-Mail: jennifer.larva@isd709.org

- b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa
 Title: College in the Schools Director
 Address: 2101 Trinity Road, Duluth MN 55811
 Telephone: 218-733-5916
 E-Mail: stephanie.wainionpaa@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. 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.
10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)	
DocuSigned by:	
<i>Linda Kingston</i>	
Title	VP Academic and Student Affairs
Date	8/23/2023 1:46:25 PM CDT

- 2. DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.**

By (authorized signature)	
DocuSigned by:	
<i>Simone Bunick</i>	
Title	Exec. Dir. of Finance and Business Services
Date	8/23/2023 1:51:54 PM CDT

By (authorized signature)	
Title	
Date	

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)	
DocuSigned by:	
<i>Michelle Phernetton</i>	
Title	Accounting Officer Sr.
Date	8/24/2023 7:52:56 AM CDT

Attachment A - 2023-2024 LSC CITS COURSES**Cost: \$24,000.00**

The following courses will be covered under this Concurrent Enrollment agreement:

AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
Denfeld & East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring
Denfeld	ART 1138	Ceramics I	3	TBD	Semester
Denfeld	MATH 1150	Pre-Calculus	4	Tim White	AY
East	ART 1138	Ceramics I	3	James Carlson	Semester
East	MATH 1150	Pre-Calculus	4	Bill Garnett	AY
East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY

** Indicates courses that are considered one course for one fee

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glocke
AEO Principal Email	Nathan.glocke@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Danette Seboe
East Principal Email	danette.seboe@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

AGREEMENT

43

THIS AGREEMENT, made and entered into this 18th day of July, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective as of July 18, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 29, 2023 at Denfeld High School. This opportunity will be for three (3) presentations, 50 minutes each, groups to include: paraprofessional staff. The area covered will be Flurning - Incorporating Play into Learning.

The schedule for the day is as follows:

Breakout #1 - 12:30 - 1:25 pm

Breakout #2 - 1:35 - 2:30 pm

Breakout #3 - 2:45 - 3:35 pm

3. Reimbursement.

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

4. Requests for Reimbursement.

Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. Propriety of Expenses.

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves

the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. Relationship.

It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. Notices.

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of: Joan Lancour, Executive Assistant for Directors of Curriculum and Instruction, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 709 Portia Johnson Road, 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: _____

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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:

45

Workers' Compensation Insurance:

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

Commercial General Liability:

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

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

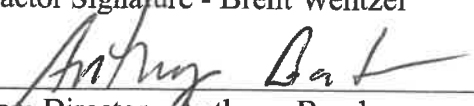
<u>Brent Wetzel</u>		<u>8/8/23</u>
Brent Wetzel, Contractor Signature	SSN/Tax Identification Number	Date
<u>Anthony Bonds</u>		<u>8/9/23</u>
Anthony Bonds, Assistant Superintendent		Date
<u>Shirine Zurch</u>		<u>8/10/23</u>
Director of Business Services/Superintendent of Schools		Date

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

Contractor Signature - Brent Wentzel

SSN/Tax ID Number

Date

Program Director  Anthony Bonds

Date

8/9/23

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).

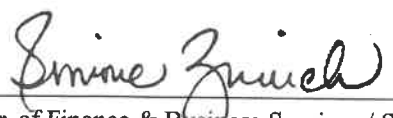
Please check the appropriate line below:

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).

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

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

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


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

Date

8/10/23

AGREEMENT

THIS AGREEMENT, made and entered into this 1st Day of August by and between Independent School District #709, a public corporation, hereinafter called District, and Natalie Davison, 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 August 29, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on August 29, 2023 at Denfeld High School. The performance will include three (3) 50 minute sessions with the emphasis on teaching techniques to paraprofessionals on eating and exercise techniques to take back to the classroom. The sessions will be titled: "Applying Fitness & Nutrition into Your Everyday Life".

Block #1 12:30 pm - 1:25 pm

Block #2 1:35 pm - 2:30 pm

Block #3 2:45 pm - 3:35 pm

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

3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred and fifty dollars and 00/100). Mileage reimbursement will be for \$100.

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

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



**Duluth Public
Schools**
Every Student. Every Day.

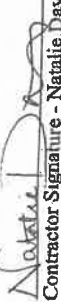
Joan Lancour <joan.lancour@isd709.org>⁴⁸

Contract

Natalie Davison <resilientfitness23@gmail.com>
To: Joan Lancour <joan.lancour@isd709.org>

Tue, Aug 8, 2023 at 12:41 PM

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 - Natalie Davison  8/8/2023
Date

SSN/Tax ID Number

Program Director - Anthony Bonds _____ Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

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

Lat. Update: 8/8/2023

Page 5 of 5

I apologize for the delay! Our home printer broke, and I was off work for a few days, so I didn't have a way to print it, sign, and scan it.

Thank you!
Natalie

[Quoted text hidden]

[Quoted text hidden]

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.

Looking forward to helping you achieve your goals,

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 - Natalie Davison

SSN/Tax ID Number

Date

Program Director - Anthony Bonds

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Imine Zuehl

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

8/10/23
Date

SERVICE ORDER



rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

V. INVOICING; PAYMENT TERMS:

- A. *Invoicing.* Except as expressly provided Section II above, Involta shall invoice Client as follows:
- Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
 - Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
 - Hardware shall be invoiced when shipped; and
 - In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.
- B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

VI. TERMS & CONDITIONS:

- A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.
- B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at <http://sd.involta.com>, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.
- C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective data of this Service Order. In the event information changes, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

VII. SUPPLEMENTAL SERVICES:

- A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis (a) when requested and authorized by the Authorized Client Representative during Normal Business Hours (defined below); and/or (b) when requested and authorized by any agent of Client outside Normal Business Hours. "Normal Business Hours" shall mean 8:00AM. to 5:00PM local time, Mondays through Fridays, exclusive of holidays. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15th and last business day of each month. Fee schedule will be based on the then-current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if

SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER
PO Box 1986 Cedar Rapids, IA 52406
Phone 855-364-3061
www.involta.com

SERVICE ORDER



III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

IV. TERM and TERMINATION:

- A. This Service Order is made effective as of the last date show in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.
- B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").
- C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").
- D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year terms at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").
- E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-

SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER
PO Box 1986 Cedar Rapids, IA 52406
Phone 855-364-3061
www.involta.com

SERVICE ORDER



		Supplementary-Duluth Tech Drive		
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth Tech Drive	125.00	125.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	125.00	125.00
			Non- Recurring Charges	2,738.60

USAGE CHARGES ABOVE COMMITTED AMOUNT:

II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

- *ION Fiber Lease is a single path (west side) between Duluth Tech Drive and 6th Ave Data Center.*
- *Client supplied power displacement unit (PDU) required or INVOLTA can supply for additional fees.*

B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

SERVICE ORDER



PREPARED FOR:

Account Name Duluth Public Schools - ISD
709

Contact Name Bart Smith
Billing Address 709 Portia Johnson Drive,
Duluth, MN 55811

MSA Number MSA201505114570
Contract Term 12 Months
Account Number 0000004954

SERVICE ORDER

Proposal Name Duluth Public Schools - ISD
709 Colo Cab and
Dark Fiber from 6th
Ave to Tech
Drive_12mo
Date 8/16/2023

Account Manager Reid Sheldahl
Phone
Email rsheldahl@involta.com

I. SERVICES:

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Colo Cabinet	INV-CAB-General Population-21-Duluth Tech Drive	800.00	800.00
2	Colo Power KVA	INV-KVA-Duluth Tech Drive	185.00	370.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth Tech Drive	125.00	125.00
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	125.00	125.00
1	ION Fiber Lease (IRU)	INV-DFL-Duluth Tech Drive	1,500.00	1,500.00
			Monthly Recurring Charges	2,920.00

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Colo Cabinet	INV-CAB-General Population-21-Duluth Tech Drive	600.00	600.00
1	Colo Metered Power Module	INV-PBR-120 VAC / 20 Amp-L5-20R-Primary- Duluth Tech Drive	944.30	944.30
1	Colo Metered Power Module	INV-PBR-120 VAC / 20 Amp-L5-20R-	944.30	944.30

SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER
PO Box 1986 Cedar Rapids, IA 52406
Phone 855-364-3061
www.involta.com

SERVICE ORDER



services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

Customer (legal name):	Involta, LLC
Duluth Public Schools - ISD 709	
Individual signing: <i>Gimone Zurich</i>	Individual signing:
Signature: <i>Gimone Zurich</i>	Signature:
Title: <i>Exec. Dir. Finance, Business</i>	Title:
Signing date: <i>08/31/23</i>	Signing date:
Purchase Order #:	
Email (for Notice of Service Start Date):	

OES000000016750
AC

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

Department Name: Institute on Community Integration		Customer Name: Duluth Public Schools
Customer Address: Attn: Simone Zurich, 709 Portia Johnson Drive, Duluth, MN 55811		
Phone: 218-336-8700 x 1079	Fax: na	Email: simone.zunich@isd709.org
Dept. ID No.: 11249	I/ESAF No.: ESA000000001341	(No contract assigned) Do not send to External Sales)
Term Start Date: September 1, 2023		Term End Date: August 31, 2024
Description of Services: National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours. Twenty-one (21) sets of Check & Connect Mentor Participant Guides and Manuals are included in this contract. Please see Exhibit A: Scope of Work for details.		
Provide details and pricing (or enter "see attached Exhibit A"): see attached Exhibit A: Scope of Work		
Check One: Single Sale ☒ Repeating/Multiple Sale ☐		
		Price per Service: \$4404
		Sales and Use Tax (if applicable): \$-
		TOTAL Compensation: \$4404

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

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

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

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

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

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER,

INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

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

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

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

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

University

Signature: _____

Print Name: Kieth Carlson

Title: Finance Director, CEHD

Date:

Customer

Signature: Simone Zunic

Print Name: Simone Zunic

Title: Finance Manager

Date:

8/28/23



INSTITUTE on COMMUNITY INTEGRATION | UNIVERSITY OF MINNESOTA

Quote**Check & Connect Materials and On-site Technical Assistance****For** Duluth Public Schools

Duluth, MN

Technical Assistance

National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours.



The 2012 edition of the *Check & Connect manual, Implementing with Fidelity* by **Sandra L. Christenson**, **Karen Stout**, and **Angie Pohl** of the University of Minnesota, is an expanded guide to the theoretical foundations, components, elements, and steps for implementing *Check & Connect*.



Check & Connect Mentor Training Participant Guide is an in-depth, competency-based training guide designed to provide Check & Connect mentors with the information, competencies, and skills needed to be an effective Check & Connect mentor at their local site.

Budget

Set of Implementing with Fidelity Check & Connect Manual and 2nd Ed. Mentor Participant Guide	\$80 ea.	x 21	\$ 1,680
Technical Assistance	\$227 per hour	X8	\$ 1,816
In state travel			\$ 908
Total			\$ 4,404

- Standard ground shipping charges are included in the cost of the materials.
- Rush shipping charges may apply if order is needed sooner than ground shipping and handling will allow.
- A restocking fee of 10% applies to orders returned after 30 days.

For questions, please contact us toll free at 866-434-0010 or checkandconnect@umn.edu

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Wallis Speech Services LLC, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 30, 2023 and shall remain in effect until August 31, 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.** *Fluency/Stuttering presentation by Kay Wallis for the Speech Language Pathologists (SLP) staff development for three hours on the afternoon of Wednesday August 30, 2023.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at the rate of \$600.00 for 3 hours of staff development presentation, 1 session, up to a sum not to exceed \$600.00 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: Special Services , 709 Portia Johnson Drive, 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 Wallis Speech Services LLC, 2610 Greysolon Road, Duluth, MN 55812

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature: Kelvin Wells SSN/Tax ID Number: 26-0901852 Date: 8/30/23
 Program Director: Jason Crane Date: 8/30/23

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).

01	E	005	401	740	433	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

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

8/30/23
Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

62
Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kathryn Wallis	
2 Business name/disregarded entity name, if different from above Wallis Speech Services LLC	
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. 2610 Greysolon Rd.	Requester's name and address (optional)
6 City, state, and ZIP code Duluth MN 55812	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	6	-	0	9	0	1	8	5
2	6	-	0	9	0	1	8	5

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 ► Kathryn Wallis	Date ► 8/30/2023
-----------	--	-------------------------

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 15th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Udac, Inc., an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 30, 2024, 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. *Instruction on Career skills, business tours and information to advance informed decisions on employment after High School.*

Career Skills Topics

Career Skills 101:

Program Theme: We are each the CEO of our own lives.

Mission, Vision, and Values

Proper greetings

Goal Setting

Attitude and Grit

Time Management and Punctuality

Initiative and Leadership

Understanding Personality Type

Communication Skills – Feedback and Criticism

The Importance of Reputation

Work Efficiency

Teamwork

Problem Solving and Critical Thinking

Workplace Culture

Community Connection and Social Capital

Preparing for Interviews

Career Skills 201:

Self Esteem and Self Confidence

Communication and Feedback

Teambuilding

Problem Solving

Accountability

Fun at Work
Customer Service and Professionalism
Dealing with Change

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 at the rate of \$385.00 for 3 hours, up to 3 sessions, up to a sum not to exceed \$1,155.00 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: Special Services, 709 Portia Johnson Drive, 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 Udac, Inc., 4724 Mike Colalillo Drive,
Duluth, MN 55807

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

Date _____

Program Director

Date _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	380	835	366	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

Ermine Zurich
r. of Finance & Business Services /

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

8.27.23

Date _____

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of August 29, 2023 and shall remain in effect until June 7, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: ECFE Sharie Blevins, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Ann Marchel, 3929 Rockview Ct, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

MJ Marchel [REDACTED] 8/11/23
 Contractor Signature SSN/Tax ID Number Date
[Signature] 8/31/23
 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	580	325	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

Imine Zinich 9.5.23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of August , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Gwen Stabe, 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 August 15, 2023 and shall remain in effect until June 30, 2024 , 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.** *Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures.*

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 \$ 3800 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 , 709 Portia Johnson Drive, Room 209, 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 212 Oak Bend 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:

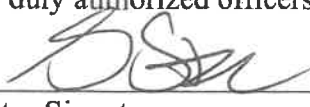
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

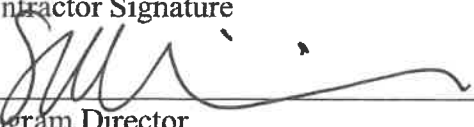
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.


 Contractor Signature


 SSN/Tax ID Number

8-15-23
 Date


 Program Director

8/18/23
 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); 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	185	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

8.22.23
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, Jen Prachar, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *Head Start Nutritionist, flexible hours as needed.*

1. Dates of Service. This Agreement shall be deemed to be effective as of August 22nd, 2023 and shall remain in effect until June 9th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$43 hourly and \$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;

- 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, 709 Portia Johnson Dr, Suite 209, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 44 Serenity Way, Esko, MN 55733.

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

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

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

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

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

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

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

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

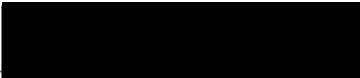
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

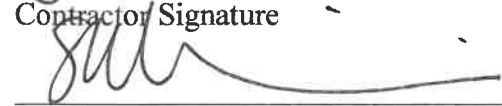
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature
 
 SSN/Tax ID Number
 8/14/23
 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).

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


 CFO / Superintendent of Schools / Board Chair

8.22.23
 Date

DULUTH HEAD START JOB DESCRIPTION

JOB TITLE: Head Start Nutritionist/Dietitian

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

DESIRED QUALIFICATIONS: Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

DUTIES AND RESPONSIBILITIES:

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;

Consult with the Health Coordinator;

Review all child files for dietary and nutritional needs;

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;

Reflect cultural and ethnic preferences, and include a wide variety of foods;

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices;

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up;

Monitor and coordinate oral health activities in the program;

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;

Provide information and materials for nutrition education activities in the classroom;

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

Serve as liaison to nutrition and food resources in the community;

Member of Head Start Health Advisory Committee;

Stay up to date with current practice in Head Start nutrition;

Other duties as assigned by supervisor.

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2023 and shall remain in effect until June 5, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday and Wednesday following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 6, 2023 and shall not extend beyond June 5, 2024; the contract not to exceed a total of 67 Days (attending 2 days per week. The District will pay a \$150.00 Annual Programming Fee and 2 days per week @ \$350.00 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 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed a \$150.00 Annual Programming Fee, \$350.00 per month and \$3,650.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool, 3727 W. Arrowhead Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

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	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

CFO / Superintendent of Schools / Board Chair

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2023 and shall remain in effect until June 5, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday and Wednesday following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 6, 2023 and shall not extend beyond June 5, 2024; the contract not to exceed a total of 67 Days (attending 2 days per week. The District will pay a \$150.00 Annual Programming Fee and 2 days per week @ \$350.00 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 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed a \$150.00 Annual Programming Fee, \$350.00 per month and \$3,650.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool, 3727 W. Arrowhead Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [Signature] SSN/Tax ID Number 46-3592053 Date 9/2/23

Program Director [Signature] Date 8/15/23

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	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

CFO Superintendent of Schools / Board Chair [Signature] Date 8.22.23

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 7, 2023 and shall remain in effect until June 6, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Tuesday and Thursday following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 7, 2023 and shall not extend beyond June 6, 2024; the contract not to exceed a total of 71 Days (attending 2 days per week. The District will pay a \$150.00 Annual Programming Fee and 2 days per week @ \$350.00 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 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed a \$150.00 Annual Programming Fee, \$350.00 per month and \$3,650.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool, 3727 W. Arrowhead Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

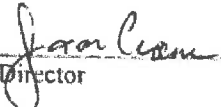
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 46-3592053 9/2/23
Contractor Signature SSN/Tax ID Number Date

 8/15/23
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).

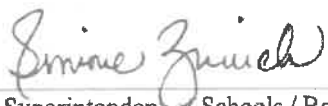
Please check the appropriate line below:

☒ 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	F	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

 8.22.23
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Cal Metts, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/17/23 and shall remain in effect until 7/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 1,400.00 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: _____, 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)

522 N. 3rd Ave. W. Duluth MN. 55806

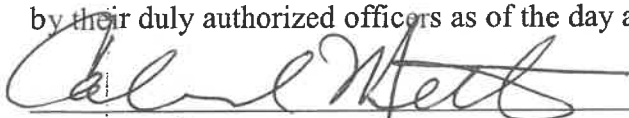
11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

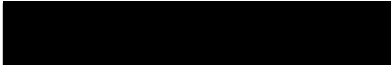
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

7/21/23
 Date


 Program Director

7/21/23
 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); 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	215	298	000	305	438
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

8.4.23
 Date

**No Cost Contracts Signed
August 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
True North AmeriCorps	Stowe ES	Math/reading assistance for Stowe ES FY24
True North AmeriCorps	LPMS	Math/reading assistance for LPMS for FY24
Arkansas State University	TLE	MOU providing ASU students with internship opportunities

True North AmeriCorps
Partner Site Agreement 2023-2024
Service Year: August 16, 2023 - August 31, 2024



103

AmeriCorps

Site Information

Organization/District Name: ISD 709	Program/School Name(s): Stowe
Site Lead Contact Name: Michaela Spurl	Email: Michaela.Spurl@isd709.org
Site Supervisor Name(s): Jessica Cook	Email(s): jessica.cook@isd709.org

Award Information

Number of Member Slots Awarded: 35 Hours/Week: 25 Hours/Week: 18 Hours/Week: 15 Hours/Week:	Service Term(s): ☐ Full Year (Fall 2023-August 2024) ☐ School Year (Fall 2023-June 2024) ☐ Summer (May/June 2024-August 2024)
--	--

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 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: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

PLEASE NOTE:

Placement of True North AmeriCorps members for the 2023-2024 year is dependent on joint member recruitment efforts with the site and continued federal funding. Being awarded member slots and signing this agreement does not guarantee placement of a member.

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
Service Term 2023-2024

104

This serves as an agreement between the Partner Site and the Program for the 2023-2024 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2024. 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 ISD 709 / Stone	
Lead Contact Name Michaela Spurl	Title Dean of Students
Lead Contact Signature	Date
Site Supervisor Name Jessica Cook	Title Principal
Site Supervisor Signature	Date 7/6/23

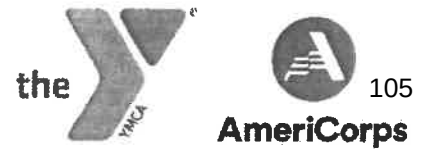
Ermine Zuehl

**THIS AGREEMENT MUST BE SIGNED AND RETURNED
PRIOR TO MEMBER START DATE**

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

True North AmeriCorps Partner Site Agreement 2023-2024

Service Year: August 16, 2023 - August 31, 2024



Site Information

Organization/District Name: ISD 709	Program/School Name(s): Lincoln Park Middle School
Site Lead Contact Name: Brian Kazmierczak	Email: brian.kazmierczak@isd709.org
Site Supervisor Name(s): Rachel Thapa Rachel Thapa Jennifer Fuchs	Email(s): Rachel.thapa@isd709.org Jennifer.Fuchs@isd709.org Jennifer.Fuchs@isd709.org

Award Information

Number of Member Slots Awarded: 35 Hours/Week: 35 1 25 Hours/Week: 18 Hours/Week: 15 Hours/Week:	Service Term(s): ☒ Full Year (Fall 2023-August 2024) ☐ School Year (Fall 2023-June 2024) ☐ Summer (May/June 2024-August 2024)
--	---

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 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: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org

PLEASE NOTE:

Placement of True North AmeriCorps members for the 2023-2024 year is dependent on joint member recruitment efforts with the site and continued federal funding. Being awarded member slots and signing this agreement does not guarantee placement of a member.

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
Service Term 2023-2024

106

This serves as an agreement between the Partner Site and the Program for the 2023-2024 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2024. 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 TSD 709 / Lincoln Park Middle School	
Lead Contact Name Brian Karmierczak	Title Principal
Lead Contact Signature [Signature]	Date 6/26/23
Site Supervisor Name Rachel Thapa	Title Community Schools Coordinator
Site Supervisor Signature [Signature] Rachel Thapa	Date 6/26/23

[Signature]

**THIS AGREEMENT MUST BE SIGNED AND RETURNED
PRIOR TO MEMBER START DATE**

ATTN: True North AmeriCorps Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: TrueNorth@duluthymca.org



**College of Education and Behavioral Science
Department of Educational Leadership, Curriculum, and Special Education**

Memorandum of Understanding/Partnership Agreement

This agreement outlines relevant policies and current operational procedures between the Arkansas State University College of Education and Behavioral Science and the School District in providing internship experiences for university students.

This collaboration aims to improve our candidates' leadership qualities, characteristics, and skills and strengthen educational leadership programs to enhance joint research and inquiry. Arkansas State University and its P-12 school partnerships agree that the philosophy and concept of renewal are integral to developing future educators who know and demonstrate best practices. Continuous improvement is collaborative growth between partner schools and higher education institutions to create and refine more effective educational leadership programs simultaneously.

The agreement, made by and between Arkansas State University, an institution of higher education and an agency of the State of Arkansas, located at State University acting by and through its College of Education and Behavioral Science Arkansas and

ISD #709 Duluth Public Schools (School District Name)

Duluth MN (School District City or NCES Number.)

It is agreed by the parties to be of mutual interest and advantage for selected candidates (the student) of the program to be provided clinical education experiences at the Facility.

For consideration of the mutual covenants, it is further agreed by the aforesaid parties that:

1. Mutual Responsibilities:

- a) The Facility will accept the candidate selected by the program for a period of clinical education. The Facility and the Program shall mutually agree that the site mentor will serve no more than 5 Graduate Candidates at once.
- b) The schedule, content, and objectives of the internship experiences will be arranged in cooperation between the Candidate, Site-Mentor, and the Director of the Program or his/her designee.
- c) The rules and regulations of the Facility shall apply to the assigned Candidate.
- d) The Program shall be an independent contractor of the Facility.
- e) The Program and the Facility retain the privilege to exchange, and review materials relevant to the Candidate's education.

2. The Program's Responsibilities

- a) Provide the Graduate Candidate with a list of qualifying field activities that can be completed
- b) Provide the Graduate Candidate with the content and objectives of the Program

- c) Ensure the Graduate Candidate has competence and knowledge of the Educational Leadership preparation standards.
 - d) Provide a schedule of on-site visits by the Program supervisor.
 - e) Ensure the Graduate Candidate has been made aware of all program requirements and regulations for the Internship course and the Professional Code of Ethics for the state of Arkansas
3. Candidate Responsibilities - The Graduate Candidate shall:
- a) Choose a Site Mentor to supervise the field activities at two (2) levels and two (2) sites. Obtain a signed agreement.
 - b) Provide the Facility with a statement of the field activities to complete, content, and objectives of the Program.
 - c) Ensure he/she has transportation as needed to fulfill responsibilities
 - d) Ensure all program field activities will be completed and fulfilled.
 - e) Notify the program no less than ten (10) working days in advance of a Candidate's change of placement
 - f) Act professionally and ethically.
 - g) Meet necessary academic requirements.
4. Facility Responsibilities - The Facility shall:
- a) Provide all reasonable information requested by the Program on Graduate Candidate's work performance.
 - b) Provide Graduate Candidates opportunities to complete the required program requirements.

NOTE: Any Violations from the candidate can result in dismissal from the program.

Program Signatures:

Print	Signature	Date
Program Director/Internship Coordinator		

Print	Signature	Date
A-State Online Coordinator		

Print Name	Signature	Date
Dean/Associate Dean, College of Education & Behavioral Science		

Facility Signatures:

This agreement is effective for 3 years from the date of signature. The signature verifies that the individual is aware of the candidate's placement.

Simone H Zurich

DocuSigned by:

simone h zunic

9/5/2023

District Liaison Print Name

Signature

Date

**Revenue Contracts Signed
August 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
Lakewood Little Lynx Preschool	\$8,500.00	Child Nutrition	Vended meal agreement for breakfast/lunch
State of Minnesota	TBD	CTE	The state needs high schools to participate in a pilot program to promote college application and attendance for enrolled high school seniors

Vended Meal Agreement with A National School Lunch Program (NSLP) Vendor

Child and Adult Care Food Program (CACFP) Sponsors purchasing meals/snacks from a National School Lunch Program (School Food Authority) Vendor.

A. Intent

This contract is for entering into an agreement to purchase vended, served on site, meals for Little Lynx Preschool, referred to as the Sponsor. The party preparing meals, ISD 709-Lakewood Elementary School, Site ID 1000002244, referred to as the Vendor, as the agreement will be between the Vendor and the Sponsor.

B. Meals, Meal Requirements

The Vendor will prepare the following meals, Breakfast and lunch, which are consumed in the preschool classroom.

1. Meals will be served homestyle with the classroom teacher portioning food. Appropriate number of servings will arrive in bulk pans/bowls. Milk will arrive in individual cartons.
2. All meals provided shall conform with the U.S. Department of Agriculture's NSBP (National School Breakfast Program) and NSLP (National School Lunch Program) minimum meal requirements for those meals and the age group served.
3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in the agreement or are unwholesome at the delivery time. The Sponsor shall not pay for such meals.

C. Meal Charges

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal (Completed by Vendor)	Total Price
Breakfast	10	170	\$2.00	\$3400.00
Lunch	8	170	\$3.75	\$5100.00
TOTAL				\$8500.00

Ordering, and Payment

1. The Sponsor shall notify the Vendor by telephone or in-person each Monday before 9:30 of the estimated number of meals needed for that week, per day. This helps with overproduction.

2. The Vendor shall, monthly, invoice the Sponsor. The Vendor shall bill the Sponsor each month by the 15th of the month following the delivery of meals.
3. The Vendor shall receive a fixed price per meal provided.

D. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, and served free of contamination and at appropriate temperatures. The Vendor's kitchen manager is certified in food safety through the Minnesota Department of Health.

The expectation after delivery of food to the room, is that it will be served immediately and not held for any length of time, as to avoid food safety issues. Once food had been delivered to the room, the responsibility becomes the Sponsors to serve the food as expected.

E. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared and daily menu records.
2. Individual student meal accounts will be retained and kept by the Sponsor, as needed. The Vendor does not need to know what students ate on what days.

F. Terms and Termination

1. This agreement shall be for one school year, effective 9/5/2023 to 6/6/24.
2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving sixty (60) days written notice.

AGREEMENT PAGE

This Vendor certified that they shall operate per all applicable State and Federal laws and regulations.

This agreement, and the Vendor's proposal, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law.

This agreement shall be in effect for one year.

SPONSOR:

Signature of Sponsor Representative

Name

Title

Date

VENDED MEAL COMPANY:

Simone Zurich
Signature of Company Representative

Simone Zurich
Name

Exec. Dir. Finance, Business
Title

August 10, 2023
Date

Sponsors are responsible for assuring compliance with all applicable CACFP Regulations.



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

This Agreement is between the State of Minnesota, acting through its Commissioner of the Office of Higher Education ("State") and Duluth Public School District 0709-01 ("Governmental Unit", SWIFT Vendor number VN0000194009_6).

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of high schools and/or school districts to participate in free pilot program to promote college application and attendance for enrolled high school seniors (grade 12). Under Minnesota Statutes § 136A.84, the Direct Admissions Minnesota pilot program is designed to encourage all seniors to consider themselves "college material" by proactively notifying them of the colleges and universities that are eager to admit them. Students will receive a letter in early fall that lets them know which Minnesota colleges and universities will directly admit them, information about how to apply, and other essential next steps. High schools play a critical role in this process by working with OHE to review academic data, submit transcripts to colleges, communicate with students, parents, staff, and the local community, and assist with program operations and maintenance.

Agreement

1. Term of Agreement

- 1.1 Effective Date: September 15, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Governmental Unit agrees to perform the following tasks:

- Provide staff to administer the program
- Participate in training for school staff involved in the program
- Develop a roster of students eligible for and willing to participate in the program
- Complete the academic review for eligible students
- Confirm the dates that notifications will go out
- Test the software to make sure that appropriate functionality for the notifications
- Disseminate information to appropriate staff and stakeholders prior to notifications being sent
- Launch the program by sending paper and email notifications to students
- Track student selections via the student information system report and transmit data to the Minnesota Office of Higher Education on an agreed upon schedule
- Provide feedback to the Minnesota Office of Higher Education on program operations and student response
- Send transcripts for each student selecting one or more colleges for Direct Admissions to each college selected by the student within the timeframe indicated by the Office of Higher Education. The Governmental Unit may contract with a third party for e-transcript services to carry out this task.

The State agrees to perform the following tasks:

- Work with Governmental Unit's student information system vendors to make sure academic criteria have been loaded into the system
- Work with Governmental Unit's staff to sign appropriate data sharing agreements
- Provide training for school staff involved in the program
- Provide content for the notifications to students and parents
- Disseminate information and provide training to staff, leadership, and others in preparation for initial notifications
- Disseminate information and provide info sessions to parents, programs, and community groups in preparation for initial notifications
- Receive information from schools on student selections
- Disseminate information on student selections to participating colleges
- Hold program meetings to gather feedback on program operations and student response
- Disseminate follow-up reports every 2 weeks for schools and districts on Direct Admissions participation rates across the pilot schools from September 15-November 30 yearly.

3. Payment

- a) The State will pay for all services performed by the Governmental Unit under this agreement based on the number of enrolled students receiving a student notification in the fall period of their senior year at each participating school as part of the Direct Admissions program.

Payment for services is limited to schools participating in Direct Admissions under the authority of the Governmental Unit, which include:

- Denfeld High School (MDE ORG # 0709-01-215),
- East High School (MDE ORG # 0709-01-220),
- Duluth Area Learning Center (MDE ORG # 0709-01-611), and
- Academic Excellence Online (MDE ORG # 0709-01-650).

The obligation of the State for services performed pursuant to Clause 2 is detailed in Exhibit 1 and will not exceed:

- \$2,500 per school for fiscal year 2024 with 1-99 students;
 - \$5,000 per school for fiscal year 2024 with 100-499 students;
 - \$7,500 per school for fiscal year 2024 with 500-799 students; or
 - \$10,000 per school for fiscal year 2024 with 800 or more students.
-
- \$2,500 per school for fiscal year 2025 with 1-99 students;
 - \$2,500 per school for fiscal year 2025 with 100-499 students;
 - \$5,000 per school for fiscal year 2025 with 500-799 students; or
 - \$5,000 per school for fiscal year 2025 with 800 or more students.
- b) **Optional Services.** The State authorizes the Governmental Unit to contract for e-transcript services for use in Direct Admissions. The obligation of the State for contracted e-transcript services under this Agreement will not exceed \$7623 in fiscal year 2024, and \$7623 in fiscal year 2025.
- c) **Total Obligation.** The total obligation of the State under this agreement will not exceed \$25,000.
- d) **Payments.** Payments shall be made by the State after the Governmental Unit's presentation of request for payment for services performed as demonstrated by:
- Written notification of the number of students enrolled and receiving a student notification as part of the Direct Admissions program,
 - Transfers the first initial file of data per fiscal year collected by the Governmental Unit for Direct Admissions administration by the State, and
 - The written acceptance of such services by the State's Authorized Representative pursuant to Clause 4.

Payments for Optional Services. If the Government Unit requests payment for coverage of transcript costs for Direct Admissions, the Governmental Unit must submit a copy of the invoice for transcript services from the transcript vendor, and the invoice must be accepted by the State.

Request for payment shall be submitted timely and in a form prescribed by the State as shown in Exhibit 2 and according to the following schedule:

- By December 31, 2023 for services performed August 1, 2023-December 15, 2023, and
- By December 31, 2024 for services performed August 1, 2024-December 15, 2024.

4. Authorized Representatives

The State's Authorized Representative is Meredith Fergus, Director of Research/Co-Manager of Direct Admissions, 651-259-3963, meredith.fergus@state.mn.us, or his/her successor.

The Governmental Unit's Authorized Representative is Simone Zunich, Executive Director of Business Services, simone.zunich@isd709.org (218) 336-8700, or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental

Exhibit 1. Obligation by Participating School

School Name	MDE ORG Number	Estimated 12th Grade Enrollment 2023-2024	Program Funding 2023-2024	Program Funding 2024-2025	Total
Denfeld High School	0709-01-215	257	\$5,000	\$2,500	\$7,500
East High School	0709-01-220	393	\$5,000	\$2,500	\$7,500
Duluth Area Learning Center	0709-01-611	28	\$2,500	\$2,500	\$5,000
Academic Excellence Online	0709-01-650	28	\$2,500	\$2,500	\$5,000
District Total			\$15,000	\$10,000	\$25,000

Exhibit 2. Sample Invoice

Example Invoice

Land of Ice and Snow High School

Date: 12/01/2022

Contact Person: Jane Smith
 234 Firewood Lane
 Viking, MN 55108
 555-444-333
 business.office@LIS.k12.mn.us

SWIFT Contract

Bill To:
 Meredith Fergus, Direct Admissions
 Minnesota Office of Higher Education
 1450 Energy Park Drive Suite 350
 St. Paul, MN 55108
 651-259-3963
 meredith.fergus@state.mn.us; ar.ohe@state.mn.us

DESCRIPTION**AMOUNT**

Number of student notifications sent: 99	\$	2,500.00
E-transcript Costs: Parchment Subscription & Set-Up	\$	1,050.00
Total	\$	3,550.00

Signatures.**1. State Encumbrance Verification**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: Simone Zimich

Signature: Erec Director PS Services

Title: Director Date: 9/5/23

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Grant Applications
August 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
The Northland Foundation	Jen Jaros	Prenatal-Grade 3 (Early Childhood and Curriculum Depts)	4,000	Annually The Northland Foundation invites our district to apply for funds to continue working toward P3 goals. ISD709 has participated in MDE's P3 Initiative for over 10 years. Additionally, The Northland Foundation offers an Early Childhood Summit. A team from our district attends and is then offered this grant opportunity. We have been active participants in this important work. In recent years, the funds have been used for preschool SEL/PBIS-like Pyramid Model training, travel expenses and supplies. Additionally, this year this funding allowed us to gather early childhood and kindergarten teachers, principals and other leaders to learn/train in regard to intentional play-based learning in the classroom. This grant would be used for similar purposes next year. The P3 Leadership group of Jen Jaros, Sherry Williams, Brenda Spartz and Sally Weidt will be meeting in the next few weeks create a plan forward. THIS GRANT IS DUE 6/20, and will be written once approved through this process.
The Northland Foundation	Cal Harris	Laura MacArthur/HBCU Trip	6,500	2023 Historic Black College and University and Civil Rights History Tour
The Northland Foundation	Katie Scheufeli	Preschool/Head Start	14,000	COSP Facilitator training for 2 staff who were not trained initially (mental health

				coordinator and education coordinator) ~\$800/person= \$1600 (4 day training) Tier 1 training for the above 2 staff (2) ~\$1,000/person= \$2000 (online training) Tier 2 Training for 4 staff ~\$2200/staff= \$8800. (online training) Travel expenses (hotel, food) ~\$1600
Ordean Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	5,000	2023 Historic Black College and University and Civil Rights History Tour. To cover costs of Hotel and Food.
Lester Park Foundation	Sarah Crowell	Lester Park Spanish Club	4,300	To hire a PT program coordinator that will both manage the logistics and teach the after-school club. LPF Grant Breakdown to District Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year • 11.25 hours a week for six weeks = up to 67.5 teaching hours per session • Could accommodate up to 225 kids for a once a week session Materials and Supplies: \$400 per year Grant Total: \$4300