

## **HR / Business Services Committee**

Duluth Public Schools, ISD 709

### Agenda

Tuesday, April 9, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting**
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## Human Resources Report Summary April 2024 Activities

### Staffing Updates:

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

	Certified	Non-Certified
<b># New Hires</b>	5	20
<b># Retirements</b>	0	0
<b># Resignations</b>	0	2
<b># Leave of Absences</b>	4	5

### HR Department Updates:

On April 1, 2024, the Human Resources department participated in the Minnesota Education Career Fair held in Shakopee, MN. The event saw numerous teaching applicants and approximately 70 districts around the state attended. Duluth Public Schools received about 10-15 applicants interested in positions for Fall 2024. Their licensures included, Social Studies, ELA, Music/Band Ed., Math, STEM, Art, and Elementary Ed. Overall, it was a wonderful experience for the district, and we hope to get some suitable applicants from the event.

Human Resources staff were at the Denfeld Career and Job Fair on April 3, 2024, will attend the East Career and Job Fair on April 10, and will attend the Spring Career Fair sponsored by the Northeast MN Office of Job Training, Arrowhead Economic Opportunity Agency, CareerForce and Black Bear Casino. For these fairs, we focus more on promoting non-certified staffing positions, such as bus drivers and helpers, maintenance positions, paraprofessional positions and food service workers.

It is Certified Staffing Season! March 1, 2024 started our 2024-2025 certified staffing start. As of April 2, there have been 71 positions posted and 32 positions filled. Certified summer school hiring also continues to date, we have 71 out of 102 positions filled.

Displacements for paraprofessional staff were sent out on April 3, 2024 and staffing for 2024-2025 will start gearing up the week of April 8, 2024. Summer school staffing for paraprofessionals and other summer staff will not start until mid-May.

Human Resources staff continue to work on systems improvement, particularly with clean up of our Payroll/ Human Resources Information System on position control, reporting structure and staff assignments.

### Benefits Updates:

The Benefits Department is gearing up for Open Enrollment which will run April 29th-May 10th for Health Insurance only, for an effective date of July 1, 2024. On March 21, Human Resources staff met with PEIP representative Shawn Burns to review our next year rates. Rates increased slightly, with a 4.68% total increase. Calm is partnering with the Benefits Department for a webinar on April 9th, regarding supporting educators with mental health needs. The Department is also hard at work finalizing the details of the Wellness Fair that will take place at the DSC on May 8th from 12:30p-5:00p. We will have 35 vendors in attendance for the event.

**Hiring Updates:****Certified:**

For 24-25 school year:

Teachers

*Elementary (4)**Middle School (4)**Special Education (12)*

For Summer School:

Teachers

*Excel Targeted Services (12)**Residential (12)**Seat Based (6)***Non-Certified:**

Child Nutrition (1)

Clerical (1)

Maintenance (15)

*School Custodian (8)**Engineer II (2)**Second Shift Engineer I (4)**Second Shift Engineer II (1)*

Transportation (13)

*School Bus Driver II (6)**School Bus Helper (2)**Head Start Bus Helpers (4)**Temporary Van Driver (1)*

Playground/Cafeteria Monitor(6)

Paraprofessionals (14)

*Licensed Sign Language Interpreter (3)**LPN Paraprofessional (1)**Sign Language Facilitator (1)**Sp. Ed. Building Wide Paraprofessional (2)**Sp. Ed. Program Paraprofessional (1)**Sp. Ed. Student Spec. Paraprofessional (3)**Sp. Ed. Program Paraprofessional LPN (1)**Preschool Floating Paraprofessional (1)**Sp. Ed. Paraprofessional- ESCE (1)***Contract Negotiations:**

We are still active in negotiations with the Education Directors Association. Contracts still waiting to start the process for July 1, 2023 contract expiration are the Clerical Unit and the District-Wide Instructional Administrators Association. The National Conference of Firemen and Oilers contract negotiations will begin in early May. Their contract expires July 1, 2024.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
APRIL	Enroll	Gr 1-5													
Congdon Park 435	475.00	395.00	80.00	67.00	68.00	82.00	91.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	437.00	371.00	66.00	75.00	75.00	75.00	77.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	247.00	211.00	36.00	41.00	47.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	527.00	444.00	83.00	103.00	75.00	83.00	86.00	97.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	301.50	248.50	53.00	51.50	56.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	331.00	274.00	57.00	63.00	59.00	52.00	47.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	289.00	241.00	48.00	45.00	55.00	46.00	43.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	309.00	256.00	53.00	50.00	49.00	56.00	50.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	395.00	317.00	78.00	73.00	62.00	67.00	54.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	224.00	183.00	41.00	41.00	32.00	40.00	36.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	624.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237.45	184.00	202.95	0.00	0.00	0.00	0.00
Ordean East Middle 335	1094.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	366.30	343.85	384.40	0.00	0.00	0.00	0.00
AE Online 650	180.33	630 Students 46 Open Enrolled, 62 FT Residents, 522 PT Residents average enrollment 0.29 or 2 classes					0.00	0.00	0.60	0.60	1.95	29.66	48.55	58.15	40.82
Denfeld 215	910.20					0.00	0.00	0.00	0.00	0.00	248.55	271.90	190.00	199.75	
East 220	1387.60					0.00	0.00	0.00	0.00	0.00	374.30	354.60	337.70	321.00	
Merritt Creek Academy 81	82.55	31.00	5.00	3.00	3.00	10.00	7.00	8.00	11.00	9.55	9.00	5.00	8.00	3.00	1.00
ALC 611	76.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	11.85	38.00	25.70
Chester Creek Academy 575	32.00	22.00	0.00	2.00	4.00	6.00	8.00	2.00	3.00	2.00	1.00	3.00	1.00	0.00	0.00
Rock Ridge Academy 580	37.85	12.00	2.00	5.00	1.00	2.00	1.00	3.00	5.40	3.40	5.00	4.35	5.00	0.70	0.00
Arrowhead Academy 605	17.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	4.00	4.00	3.00	5.00
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00
Hospitals 630	19.00	3.00	1.00	0.00	1.00	1.00	1.00	0.00	2.00	4.00	2.00	2.00	1.00	3.00	1.00
The Bridge 950	14.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.85
<b>Total:</b>	8012.63	3008.50	603.00	619.50	587.00	613.00	592.00	597.00	626.00	548.40	606.30	671.86	705.90	633.55	609.12

**2023-2024**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	22-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	475.00	475.00	0.00	0.00	0.00		2.00	17.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	437.00	0.00	0.00	1.00		2.00	33.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	247.00	0.00	0.00	1.00		0.00	-6.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	523.00	527.00	0.00	0.00	4.00		-2.00	-50.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	301.50	0.00	0.00	2.00		-2.50	27.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	331.00	0.00	0.00	0.00		-12.00	9.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	289.00	0.00	0.00	2.00		-1.00	-2.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	309.00	0.00	0.00	-4.00		-10.00	-6.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	395.00	0.00	0.00	5.00		-1.00	-14.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	224.00	0.00	0.00	0.00	11.00	-2.00	-8.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	624.40	0.00	0.00	0.40		-5.60	31.85
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	1094.55	0.00	0.00	-9.45	-9.05	-7.05	35.72
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	180.33	0.00	0.00	-6.25		86.08	15.82
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	910.20	0.00	0.00	-2.95		-58.00	21.85
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	1387.60	0.00	0.00	-13.25	-22.45	-179.40	-1.65
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	82.55	0.00	0.00	-2.05		-2.45	-1.23
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	76.55	0.00	0.00	2.85		-19.45	-10.15
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	32.00	0.00	0.00	2.00		0.00	-15.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	37.85	0.00	0.00	-3.95		-11.15	10.40
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	17.00	0.00	0.00	-5.00		3.00	-4.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.25	0.00	0.00	-0.50		0.00	0.00
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	19.00	0.00	0.00	1.00		9.00	-4.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	14.85	0.00	0.00	0.00	-5.65	-3.15	4.85
<b>Total:</b>	<b>7928.83</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>8068.73</b>	<b>8038.78</b>	<b>8012.63</b>	<b>0.00</b>	<b>0.00</b>	<b>-26.15</b>	<b>-26.15</b>	<b>-214.67</b>	<b>83.80</b>
<b>Change</b>		298.47	-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-8012.63	0.00				

**2023-2024**  
**Month to Month Enrollment Changes by Grade**

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Diff	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	367.00	376.00	0.00	0.00	9.00		206.00	289.38
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	50.00	0.00	0.00	0.00	9.00	50.00	44.13
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	150.00	0.00	0.00	-13.00		5.00	155.38
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	453.00	0.00	0.00	15.00		-2.00	443.88
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	619.50	0.00	0.00	-4.00		-7.70	620.90
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	587.00	0.00	0.00	4.00		-10.00	589.50
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	613.00	0.00	0.00	3.00		-2.00	613.38
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	592.00	0.00	0.00	1.00		-18.33	599.33
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	597.00	0.00	0.00	-2.25		-13.99	602.74
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	626.00	0.00	0.00	-1.05	2.70	-14.00	632.29
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	548.40	0.00	0.00	4.10		-6.60	547.94
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	606.30	0.00	0.00	-2.25	1.85	-3.93	607.06
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	671.86	0.00	0.00	-5.75		1.86	672.55
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	705.90	0.00	0.00	-10.00		-5.15	715.33
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	633.55	0.00	0.00	-8.80		-21.65	645.59
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	609.12	0.00	0.00	-6.15	-30.70	-116.18	658.96
<b>K 12 Total:</b>	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	0.00	0.00	-26.15	-26.15	-214.67	8104.81
<b>Change</b>		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-8012.63	0.00				

# Child Nutrition Report

## March 2024 Meal Counts

Week of:	Breakfast 3/1/2024	Lunch 3/1/2024	Breakfast 3/4/2024	Lunch 3/4/2024	Breakfast 3/11/2024	Lunch 3/11/2024	Breakfast 3/18/2024	Lunch 3/18/2024	Breakfast 3/25/2024	Lunch 25-Mar	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	97	320	488	1724	478	1741	483	1645	175	648	1721	6078	96	338
<b>Denfeld</b>	231	506	1115	2577	1108	2494	1182	2466	428	980	4064	9023	226	501
<b>Harbor City</b>											0	1412	0	78
<b>East High</b>	264	527	1448	2737	1357	2531	1440	2737	524	1076	5033	9608	280	534
<b>Homecroft</b>	151	323	669	1581	741	1728	710	1733	271	663	2542	6028	141	335
<b>Lakewood</b>	83	177	409	918	429	911	480	902	162	342	1563	3250	87	181
<b>Lester Park</b>	141	353	729	1887	710	1551	763	1945	264	713	2607	6449	145	358
<b>Lincoln park</b>	168	401	895	2040	909	2019	967	2017	319	807	3258	7284	181	405
<b>Lowell</b>	266	463	1427	2197	1439	2358	1409	2264	511	874	5052	8156	281	453
<b>Laura Macart</b>	178	224	981	1192	931	1118	937	1153	371	462	3398	4149	189	231
<b>Myers-Wilkin</b>	141	235	686	1204	737	1213	762	1186	254	445	2580	4283	143	238
<b>Ordean/East</b>	125	608	651	3440	665	3355	555	2620	229	1277	2225	11300	124	628
<b>Piedmont</b>	277	348	1372	1820	1393	1891	1394	1814	529	721	4965	6594	276	366
<b>Rockridge</b>	21	35	102	167	108	167	93	159	35	59	359	587	20	33
<b>Stowe</b>	159	166	812	887	806	919	854	959	363	379	2994	3310	166	184
<b>ALC</b>	0	0	74	93	60	77	69	101	11	11	214	282	16	22
	1 day	0 Alc	5 days	4 ALC	5 days	4 alc	5 days	4 ALC	2 days	1 day ALC				
	2302	4686	11858	24464	11871	24073	12098	23701	4446	9457	42575	87793	2370	4883
<b>Denfeld Supp</b>	Mon-thurs	0		339		432		421		111		1303	TOTAL	
Days of service		0		3		4		4		1		12	109	Daily

# Facilities Management & Capital Project Status Report April 2024

## **Facilities Management – Maintenance and Operations - General**

- In the past month, the Facilities maintenance crews have completed 263 work orders and are currently working on 242 open work orders.
- The facility's CMMS system has begun building the CAD layouts for processes, work orders and asset mapping. Drawings should be completed by October 2024, Have begun entering capital assets into the framework.

## **Capital / Construction**

- Smith Bell and Clock will install the new hands and gearing for the Denfeld clock on April 11th
- Duluth News Tribune building Schematic Design is complete. Current work on Mechanical and Electrical engineering is on hold, new project timeline and phasing is being looked at to reflect realistic project completion.
- Bid award has gone out to Kaminski Construction for the Homecroft parking lot rebuild
- Lowell Elementary building envelope project is still in the Scope development and timeline phase.
- Materials have begun to arrive for the Pool renovation at Lincoln Park.
- Transportation building expansion. Project Scope and timeline discussions with Design Tree.

## **Discussion with Legal Representation**

- Discussions with Kemps Insurance representatives at Sedgewick are slow but, but Facilities has gotten them to accept responsibility for the damage and are now figuring out final details on payment and getting the repairs done. Getting new quotes from St. Germain's and Stretar Masonry.
- No date has been set for the closing of the Garfield building but it should be in the early part of April. Waiting for the buyer to purchase insurance for the building.

## **Building Operations**

- Let's please give a big thank you to the Operations staff as we come off the National Cleaning week. The last week in March is the National Cleaning week. This year it was over March 24-30 and with a big snowstorm closing down the district Monday and Tuesday. The Operations staff was still cleaning, just a little different cleaning this time it was outside the building. ISD709 has a very dedicated Operations Staff providing building cleanliness and safety for all staff and students. So please let your custodial staff, janitors, Engineers, maintenance workers, and all those who dedicate themselves to maintaining the cleanliness and order of our schools know how much they are appreciated. Let them know that their hard work does not go unnoticed, and the impact is felt every single day. They are the ones who ensure classrooms are ready and spotless for the next day, Sidewalks/Hallways are safe from slip and falls, and that the facilities are in top-notch condition for learning. Their dedication and attention to detail create an environment where students can thrive, and teachers can focus on educating.

- We are still working on filling licensed positions. Most of the Custodian positions have been filled. Operations has continued looking to fill Engineer II positions at Lowell and Myers-Wilkins, Second Shift Engineer II position at Lincoln Park and Ordean Middle School, Second Shift Engineer I at Lakewood, Laura MacArthur, and Lester Park, and Custodian I positions at East High School and Denfeld.

## **Health, Safety, and Environmental Management**

- **Audits & Inspections**
  - Automotive hoists at Denfeld were inspected, one needs repairs before it can be returned to use, one needs to be replaced. Both hoists that did not pass were locked out of service.
  - IEA did radon testing at all school sites in Feb, two rooms were slightly over the action limit (One at Denfeld, one at Congdon). Follow up testing is being scheduled per Minnesota Department of Health guidelines.
  - First fire walk through completed at Congdon Elementary 1/15/24 - action items have been corrected, final walk through scheduled for 3/19/24.
  - Fire code corrections at East HS still under way
- **Regulatory Reporting**
  - Bureau of Labor and Statistics survey submitted for Lowell Elementary
  - Community Right-to-Know Tier II reporting submitted
- **Systems & Technology Updates**
  - New Health and Safety Management software purchased through Vector, this system will help automate processes and assist with incident trending, corrective action tracking, and creating OSHA logs. It will also facilitate job safety analysis, inspection reports. Customization of the system is in progress, anticipated to take 8 weeks.
  - New AED management system rolled out - data entry in progress, nearing completion
- **Training**
  - Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
  - Lexie completed a four day Industrial Hygiene course. Topics covered included air quality testing, ergonomics, hearing protection, physical hazard protection, toxicology, and biological hazards.
- **Chemical and Hazardous Waste Disposal**
  - Oil drums at DNT have been picked up. Other items are inventoried and ready to be picked up. Pickup date is being scheduled.
- **Document Updates**
  - Playground policy finalized, first reading at the 2/6/24, second reading 3/4/24
  - IEA is working with the district to re-write HSE procedural documents that were severely outdated including Bloodborne Pathogens Process and Emergency Operations Plan (ERCM). Goal to update procedural documents before the start of next school year.

- **Injury and Incident Statistics**

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- **February 2024 (as of 3/5/2024)**
  - **OSHA Recordable Rate (TRIR): 1.05**
  - **OSHA Recordable Injuries: 2**
  - **Days Away from Work: TBD (25+)**
  - **Days on Restricted Duty: 0**
  - **Non-recordable Injuries: 7**
  - **Near Misses/Hazards Reported: 1**
- **2024 Year-To-Date**
  - **OSHA Recordable Rate (TRIR) (Goal  $\leq 1.00$ ): 1.56**
  - **OSHA Recordable Injuries: 4**
  - **Days Away from Work: TBD (25+)**
  - **Days on Restricted Duty: 0**
  - **Non-recordable Injuries: 22**
  - **Near Misses/Hazards Reported: 1**

*The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.*

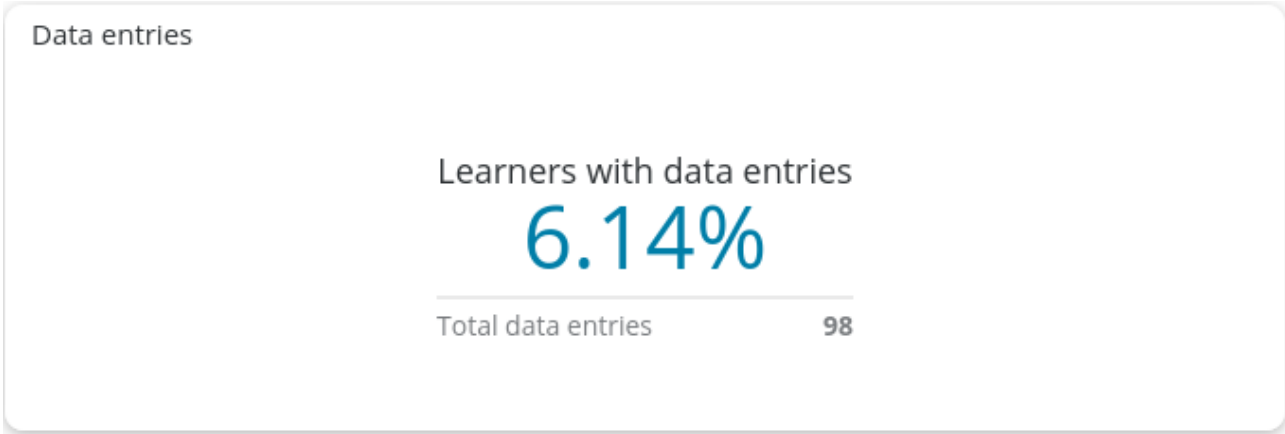
# Technology Department - March 2024 Report

- **Cybersecurity**

- Infosec IQ PhishSim/Training
- March 1, 2024 - March 31, 2024 Phishing/Training Campaign






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- Google Security
  - Gmail

- 1.4M Emails Messages Accepted/Delivered. 
- 132K Rejected.
- 52K Spam folders.
- 8.1K were identified as Phishing. 
- 99 were identified having suspicious attachments. 
- 8K were identified as Spoofing.
- 0 emails were identified as Malware

# Technology Department - March 2024 Report

- Account Information
  - 11,120 Active Accounts. 
  - 25.56TB of storage. 
  - 319.9K Files shared externally. 
  - 815 Suspicious login attempts. 
  - 4.1K Failed user login attempts. 
  - 72 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 
- **E-Rate RFP/Bid**
  - None
- **Technology Help Desk Tickets**
  - 364 New Technology Support Tickets Created. 
  - 392 Tickets were resolved. 
  - 199 Tickets remain unresolved. 
- **Remaining 2023 Summer Project Updates**
  - The Bluum AV Team will be onsite at Lester Park at 3:30 pm on April 11, to install the Audio Enhancement sound amplification systems they missed in classroom 218. Once complete, this will hopefully close out this 2023 summer project.
  - CDW-G/Advanced Systems Integration, LLC Team will be onsite on Monday, April 29 and Tuesday, April 30, to hopefully finish up the DSC Boardroom AV system.
- **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](#)
  - 296.789 kg is our February 2024 Carbon Footprint. 
  - 3.71607 t is our May 2023 - February 2024 Carbon Footprint.

## Transportation Report March 2024 Activities

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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.

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working in the new system and are moving toward the fully automatic capability in it.

We had 82 field trips completed in March.

### Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers and remain short on drivers.
- Assistant Manager, Joe Killian, has been dealing with staff and their concerns and occasionally has to sub a route.
- We now have David Fox licensed, he is helping train and also subbing on routes which has helped us to cover runs when drivers are out.

### Bus Maintenance

- The mechanics are working hard to keep up with the demands of repairs and maintenance.
- We received now have the last two purchased busses running as spares so the mechanics can work through issue as they arise.
- We now have 10 vans that are being readied for service at the schools.

Our oldest bus is a model year 2012 and the next oldest is a 2014. We did not get an average mileage for this month, one will be on the next month's report.

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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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	Richard & Denise Hucka	In-kind	For automotive class at Denfeld HS	Graciously donated their 2006 Nissan to the Denfeld automotive class
Denfeld HS	Denfeld Grid Iron Club - Football Boosters	\$4,633.00	Football Headphones	The football booster club requested to purchase new headphones for the team. This is the payment for them.
Denfeld HS	MCCU - Kylie Thompson	\$50.00		Kylie Thompson is the Branch Mgr. This is from debit cards that members requested a portion of the customization goes to Denfeld HS
Denfeld HS	Liselotte Schluender	\$50.00	Debate Team	
Denfeld HS	Theresa Bobula	\$100.00	Debate Team	
District Service Center	Minnesota Department of Natural Resources	In-kind	Materials for the Employee Wellness Fair	Donated items were brochures and booklets with both information for kids and adults about outdoor safety
Lakewood ES	Lakewood PTA	\$12,742.00	Lakewood students	Climbing wall donated by Lakewood PTA – approved by Facilities Dept.
Lincoln Park MS	Anonymous	In-kind and \$100.00 cash	Band	In-kind donation of a flute and stand and \$100 cash (in case of repairs) - donor asked to be Anonymous and no thank you letter

**RESOLUTION**  
Authorized Bank Account Signer – April 2024

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

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
Community Ed	Harbor Pointe Credit Union	XXXX9	Camryn Joki	Lauren Ballmer

## 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.

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Duluth Community Education isd709	Annemarie Schilling/Jeremy Rupp	Community Education, Duluth Public Schools	\$260,610.00	<p>The Safe Routes to School Coordinator position will be housed under Independent School District 709's Community Education Department.</p> <p>Jeremy Rupp, the District Community Education Coordinator, will supervise the role.</p> <p>The SRTS Coordinator position falls under the DWIAA contract at class IIB, step 5. This 50-week, year-round salary is \$60,550. The grant proposal includes \$15,000 for benefits and \$1,700 for professional development.</p> <p>Extensive education and outreach are central to the plan. \$4,320 is proposed for seasonal instructors to lead out-of-school time education and</p>

				encouragement programs. \$3,300 is budgeted for educational program supplies, for both youth and adults. Marketing costs of \$2,000 are also included. Additionally, \$2,560 of in-kind staff time and marketing donations are accounted for in the proposal.
Duluth Public Schools Fund	Individual	Laura MacArthur Elementary	\$1,000.00	2 Hand Sewing Soft Sculpture Projects 4th/5th Grade
Duluth Public Schools Fund	Individual	Duluth East High School	\$1,211.00	¡Leamos más! (Let's read more!)
Duluth Public Schools Fund	Individual	Duluth East High School	\$1,000.00	Adapted P.E. Rock Climbing Exercise Opportunities
Duluth Public Schools Fund	Individual	Laura MacArthur Elementary	\$1,540.00	Bridge Challenge
Duluth Public Schools Fund	Individual	Lincoln Park Middle School	\$2,000.00	Don't Crease My Sneaks!
Duluth Public Schools Fund	Individual	Congdon Park Elementary	\$545.00	Enhancing Lessons with Hands-on Activities
Duluth Public Schools Fund	Individual	Myers-Wilkins Elementary	\$1,200.00	Functional Reading and Daily Living Skills
Duluth Public Schools Fund	Individual	Denfeld High School	\$3,000.00	Gene-Power Project
Duluth Public Schools Fund	Individual	Ordean East Middle School	\$1,500.00	Graphic Novels supporting Equity and Diversity

Duluth Public Schools Fund	Individual	Duluth East High School	\$1,245.00	Headphones/Mice for Special Education Project
Duluth Public Schools Fund	Building/School	Lester Park Elementary	\$2,617.00	Kindergartners Flying into Reading
Duluth Public Schools Fund	Individual	Lester Park Elementary	\$700.00	Life Skills Cooking
Duluth Public Schools Fund	Building/School	Denfeld High School	\$1,900.00	PBIS at Denfeld
Duluth Public Schools Fund	Building/School	Ordean East Middle School	\$1,900.00	PBIS BARK Store
Duluth Public Schools Fund	Building/School	Duluth East High School	\$2,000.00	Pottery Club
Duluth Public Schools Fund	Individual	Ordean East Middle School	\$700.00	Setting III Kitchen Materials
Duluth Public Schools Fund	Individual	Laura MacArthur Elementary	\$1,200.00	Social Emotional Spots - Extended SEL
Duluth Public Schools Fund	Individual	Ordean East Middle School	\$1,806.00	Special Education Community Outings
Duluth Public Schools Fund	Individual	Ordean East Middle School	\$910.00	Special Education Manipulatives
Duluth Public Schools Fund	Individual	Ordean East Middle School	\$1,916.00	Witnessing Phenomena with Microscopes

**HUMAN RESOURCES ACTION ITEMS FOR: APRIL 23, 2024**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BURNS, JEFFERY T	HOURLY DAE INSTRUCTOR/DAE, 14/38WKS, \$23.09/HR	02/05/2024
DAVIS, ARIN D	LTS ELEMENTARY ART SPECIALIST/PIEDMOND,CHESTER CREEK, (BA+15) III 8, 1.0, GRANKE S. CHILDC/	03/11/2024
HAGLUND-PAGEL, TATE R	INTERIM DEAN OF STUDENTS (TOSA)/DENFELD, (MA) IV 9, 1.0, JACKSON T. TRANSFER	03/11/2024
PETCOFF, LEAH S	SPED SCHOOL NURSE/DISTRICT WIDE, (BA) III 8, 0.4,	02/15/2024
PIKE, MEGAN A	HOURLY DAE INSTRUCTOR/DAE, 14/38WKS, \$23.09/HR	02/05/2024
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ABRAHAMSON, DANA E	SPECIAL ED TEACHER/LESTER PARK ELEMENTARY	02/07/2024 04/30/2024
HAKANSON, SONJA R	CTE TEACHER/EAST	05/28/2024 10/25/2024
HARVICK, HEATHER D	STAFF DEVELOPMENT/DSC	03/25/2024 03/25/2027
STEIGAU, ZACHARY M	MTSS INTERVENTIONIST/MYERS WILKINS	02/29/2024 03/13/2024
<b><u>CERTIFIED TRANSFER</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
JACKSON, RACHEL	ASSISTANT PRINCIPAL/DENFELD, 43WKS, \$122,326/YR, T.JACKSON	07/01/2024
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BLACK, JEAN T	OSS SENIOR/MYERS-WILKINS, 40/45WKS, \$19.83/HR, JOKI C. TRANSFER	02/20/2024
BLACK, MELANIE A	OSS SENIOR AMERICAN INDIAN ED/DSC, 40/48WKS, \$19.83/HR, KINSLEY O. TERMINATED	02/26/2024
BLAIR, BRODERICK J	HOURLY DISHWASHER/CONGDON, 10/38WKS, \$14.00/HR	02/05/2024
BONG, BRUCE L	HOURLY DISHWASHER/LESTER PARK, 4/38WKS, \$14.00/HR	02/27/2024
BOO, BAILEY P	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 15/38WKS, \$15.22/HR	02/26/2024
BURNS, CHRISTINA M	HOURLY MONITOR/PIEDMONT, 23/38WKS, \$15.00/HR	02/07/2024
DIGNAN, TIMOTHY G	IT SECURITY ANALYST/TECHNOLOGY, \$1,337/WK,	02/20/2024
HAGE, BLAIR L	HOURLY DISHWASHER/CONGDON, 10/38WKS, \$14.00/HR	02/26/2024
JOSEPH, DAVID W	SPED PARA SETTING III/EAST, 33.75/38WKS, \$21.30/HR, STEINKE H. RESIGNED	02/14/2024
LISLEGARD, SHAYLER M	SPED PROGRAM SETTING III PARA/LESTER PARK, 31.25/38WKS, \$20.65/HR, OLSON S. RESIGNED	02/05/2024
LOVERA, CONNIE M	OSS INTERMEDIATE/ORDEAN EAST, 40/46WEEKS, \$18.16/HR, BARONE-ERSPAMER A. TRANSFER	02/05/2024
MARKASICH, MACKENZIE D	SPED BW PARA/ORDEAN EAST, 32.5/40WKS, \$19.69/HR, WHITLOCK N. RESIGNED	03/04/2024
MOLL, KRISTEN L	NUTRITIONAL SERVICE ASST/MYERS-WILKINS, 21.25/38WKS, \$15.22/HR	02/07/2024
NEWMAN, MISTY D	HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR	02/29/2024
PETERSON, TAMMI L	ECSE PARA/DISTRICT WIDE, 22.5/38WKS, \$20.72/HR, PETERSON C. TRANSFER	03/04/2024
PREBEG, BRITTANY K	OSS/EAST, 40/44WKS, \$16.82/HR, DOUGLAS J. RESIGNED	03/06/2024
PRIOLA, MELANIE J	HOURLY MONITOR/LAURA MACARTHUR, 23/38WKS, \$15.00/HR	02/09/2024
SAWYER, DANIEL J	CUSTODIAN I/MYERS-WILKINS, 40/52WKS, \$17.52/HR,	02/20/2024
SCHNEIDEWENT, JEFFERY A	HOURLY DISHWASHER/CONGDON, 10/38WKS, \$14.00/HR	02/26/2024
STALKER, EVELYN K	HOURLY MONITOR/LOWELL, UP TO 23/38WKS, \$15.00/HR	02/14/2024
WRIGHT, MARIA C	HOURLY DISHWASHER/STOWE, 10/38WKS, \$14.00/HR	02/05/2024
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSTION</u></b>	<b><u>EFFECTIVE DATES</u></b>
GJERDAHL, JESSIE R	CUSTODIAN/DENFELD, LAURA MACARTHUR	01/22/2024 04/22/2024
HOLAK, KIMBERLY J	SUPERVISORY PARA/ORDEAN EAST	04/08/2024 04/12/2024
KALAMARIS, KRISTIN M	STUDENT SPECIFIC PARA/EAST	01/23/2024 04/23/2024
LARSON, ELIZABETH J	SPEC ED PARAPROFESSIONAL/LESTER PARK	02/26/2024 04/05/2024
TIKALSKY, DANIELLE E	FACILITIES USE COORDINATOR/DISTRICT WIDE	02/22/2024 03/13/2024
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
HEALY, CONNOLLY C	SPED BW PARA - MYERS WILKINS ES	03/15/2024
SAPARAMADU, CHINTANA S	OFFICE SUPPORT SPECIALIST SENIOR - ORDEAN-EAST MS	03/08/2024

# CLASSIFICATION DESCRIPTION



TITLE: Reading and Language Arts Coordinator

<b>Title of Immediate Supervisor:</b> Director of Continuous Improvement and Support	<b>Department:</b> Teaching, Learning and Equity	<b>FLSA Status:</b> Exempt
<b>Accountable For (Job Titles):</b> Reading Interventionists, English Language Learners Teacher		<b>Pay Grade Assignment:</b> Duluth District-Wide Instructional Administrative Association (DDWIAA), Pay Class ____

<b>General Summary or Purpose Of Job:</b>
<p>The Reading and Language Coordinator is responsible for leading the district’s efforts in fulfilling the requirements of the Minnesota Reading to Ensure Academic Development (READ) Act. This position supports development and delivery of professional services and resources for educators that focus on evidence-based instructional practices in literacy. The primary purpose of the Literacy Coordinators work is to improve the quality of education for all learners. This position will participate in a variety of assigned projects around the implementation of evidence-based literacy practices. The position requires an in-depth level of knowledge of the science of reading and multi-tiered systems of support.</p> <p>The READ Act: The Minnesota READ Act aims to ensure that every child in Minnesota reads at or above grade level at every grade and to support multilingual learners and students receiving special education services in achieving their individualized reading goals.. This comprehensive legislation outlines various requirements for school districts, including:</p> <ul style="list-style-type: none"> <li>Implementing a MTSS framework for early identification and intervention for students struggling with reading.</li> <li>Providing access to evidence-based reading instruction for all students K-12.</li> <li>Developing and implementing a district-wide reading plan aligned with the READ Act's goals.</li> <li>Reporting data on student progress in reading to the Minnesota Department of Education (MDE).</li> </ul> <p>This position is also responsible for planning, developing, implementing, and monitoring the English Language Learners (ELL) program (K-12). The position develops the curriculum and assessments, provides staff development, and prepares and monitors the program budget. Position also provides technical assistance to identified schools and takes action as necessary to ensure that schools comply with federal (Title III) and state directives, guidelines and reporting requirements.</p>

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)
1.	<p><b>Support implementation of the Academic Multi-Tiered System of Support (MTSS) Framework:</b></p> <ul style="list-style-type: none"> <li>Collaborate with district leadership, other district departments, building leaders, and teachers to ensure fidelity in implementing MTSS for effective literacy and intervention instruction.</li> <li>Provide overarching guidance for the district and individual sites in execution of an impactful MTSS structure, specifically in the realm of literacy.</li> <li>Develop, coordinate, implement, and monitor comprehensive assessment systems including screening, progress monitoring, and diagnosis for early identification of all students needing reading support.</li> </ul>

## CLASSIFICATION DESCRIPTION

2.	<p><b>Coordinating READ Act Initiatives and Requirements:</b></p> <ul style="list-style-type: none"> <li>• Oversee the implementation of evidence-based reading instruction in grades K-12.</li> <li>• Develop, monitor, and report on a district-wide Local Literacy Plan aligned with READ Act requirements.</li> <li>• Collaborate with district leaders and stakeholders to secure and manage READ Act funding.</li> <li>• Manage data collection and reporting as mandated by the READ Act.</li> <li>• Foster collaboration and communication between educators and other district departments to ensure consistent and comprehensive reading instruction across the district.</li> <li>• Ensure the district uses evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension.</li> <li>• Guide sites in requiring parent or guardian notification of each student who is not reading at or above grade level at least biannually after administering each screener according to READ Act criteria.</li> </ul>
3.	<p><b>Guiding, Supporting and Leading Literacy Professional Development:</b></p> <ul style="list-style-type: none"> <li>• Plan, implement, coordinate, and lead LETRS training efforts through Phase 1 and Phase 2 professional development with ongoing efforts to ensure every required educator within the Duluth Public Schools system is undergoing required approved training towards LETRS certification.</li> <li>• Design and deliver professional development on effective reading instruction, MTSS practices, differentiated instruction, effective execution of assessments, and culturally responsive practices.</li> <li>• Stay abreast of current research, legislation, trends, and best practices in literacy instruction and share them with the district.</li> <li>• Collaborate with Teaching, Learning, and Equity colleagues, ELA Committee, and Staff Development Committee to design, plan, and implement professional development opportunities for educators.</li> <li>• Conduct an ongoing needs assessment to inform professional learning and development needs.</li> <li>• Facilitate professional development opportunities for staff on MTSS practices and data-driven instruction.</li> </ul>
4.	<p><b>Oversee and coordinate the English Language Arts program:</b></p> <ul style="list-style-type: none"> <li>• Coordinates the design and delivery of professional development for teachers, administrators, and other staff that is directly aligned to the Minnesota content standards for English language arts and the ELA Framework.</li> <li>• Leads the implementation of District initiatives in the Strategic Plan related to literacy instruction in the English Language Arts program and across other disciplines.</li> <li>• Coordinates the use of student-centered data to identify and design differentiated District-wide strategies to address areas of need in English Language Arts instruction with focus on PreK- 12 grades.</li> <li>• Writes, reviews, and approves new ELA course submissions; provides guidance and support to the authors and teachers of new courses.</li> <li>• Integrates content literacy across all subject areas as outlined in the Minnesota content standards.</li> <li>• Coordinates the use of student-centered data to identify and design differentiated District-wide strategies to address areas of need in English Language Arts instruction with focus.</li> </ul>

## CLASSIFICATION DESCRIPTION

5.	<p><b>Oversee and coordinate the English Language Learners program:</b></p> <ul style="list-style-type: none"> <li>• Supervise and administer a district-wide language instructional educational program for PreK – 12 English Learners.</li> <li>• Collaborate across curriculum to support language instruction.</li> <li>• Provide guidance in the selection of textbooks and other teaching materials and equipment for the program.</li> <li>• Serve as a resource and advisor to teachers regarding the PreK- 12 ELL Program.</li> <li>• Evaluate the effectiveness of instructional methods and programs and recommend revisions and improvements as needed.</li> <li>• Coordinate curriculum and assessment development, implementation, and revision.</li> </ul>
6.	<p><b>Collaboration with District Leadership and Site Based Teams:</b></p> <ul style="list-style-type: none"> <li>• Collaborate with district leadership to ensure a cohesive and integrated approach to core literacy instruction and interventions.</li> <li>• Participate in district leadership meetings to provide updates on structured literacy initiatives, discuss challenges, and contribute to district-wide planning.</li> <li>• Collaborates with colleagues within the Teaching and Learning Department in long and short-term visioning, planning, and execution.</li> <li>• Coordinate with external experts and organizations as needed including Regional Center for Excellence.</li> <li>• Collaborate with intervention educators and other district colleagues to ensure alignment between core curriculum, interventions, and structured literacy initiatives.</li> <li>• Assist district and site teams in ensuring culturally responsive environments for all students and examining cultural differences and their impact on student achievement overarchingly and, specifically, in the realm of literacy.</li> <li>• Assist other district departments in consultation and completion of relevant reporting sections in district plans such as World’s Best Work Force, Achievement and Integration Plan, and Title I application submission.</li> <li>• Present information to administrators and other stakeholders as requested or required.</li> </ul>
7.	<p><b>Coaching, Mentoring, Modeling, and Problem-Solving:</b></p> <ul style="list-style-type: none"> <li>• Provide ongoing site-based coaching and mentoring to principals and teachers to support the implementation of structured literacy practices, evidence based strategies, and the continuous improvement process.</li> <li>• Conduct classroom observations, provide constructive feedback, and assist teachers and principals in refining instructional techniques to meet the diverse needs of students.</li> <li>• Provide opportunities for teachers to observe the modeling of instruction and co-teach in literacy as part of coaching when needed.</li> <li>• Problem-solve with principals and teachers in making responsive instructional decisions regarding interventions and extensions to meet student needs.</li> </ul>
8.	<p><b>Data Driven Decision Making:</b></p> <ul style="list-style-type: none"> <li>• Analyze district literacy assessment data using findings to inform decision-making and drive continuous improvement in core and intervention literacy instruction.</li> <li>• Work closely with teachers, program coordinators, principals, and district leaders to analyze school and district level data identifying trends, areas for improvement, core and intervention needs, and for reporting purposes.</li> <li>• Guide school Continuous Improvement Teams and Data Review Teams in using data to drive and refine instructional practices.</li> <li>• Assist schools with conducting site comprehensive needs assessment while executing the continuous improvement process.</li> </ul>

# CLASSIFICATION DESCRIPTION

9.	<p><b>Other:</b></p> <ul style="list-style-type: none"><li>• Facilitates and participates in related projects, processes, and committees as requested and needed.</li><li>• Other duties may be assigned in alignment with district and site-based literacy implementation and continuous improvement.</li></ul>
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**Minimum Qualifications:** (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- Bachelor's degree in education with MN Teaching license.
- A minimum of 4 years of teaching experience in a K-12 setting
- Certification in a MDE approved literacy professional development program with a score of at least 80% (CAREIALL: Advancing Language and Literacy or OL&LA: Online Language and Literacy Academy or LETRS (Lexia): Language Essentials for Teachers of Reading and Spelling. If not, willingness to immediately receive training to earn certification

**Preferred Qualifications:**

- Master's degree in Reading Education, Curriculum and Instruction, or a related field.
- Certification in LETRS training with a score of at least 80%.
- Prior district-level position in a leadership role.

**Knowledge Requirements:**

Requires knowledge of:

- Demonstrated knowledge of Minnesota English Language Arts Standards.
- Demonstrated knowledge of effective reading instruction, MTSS frameworks, classroom management techniques, current research on best practices and strategies, and data-driven decision-making.
- Knowledge of learning acceleration and intervention practices and strategies.
- Experience in planning, facilitating, and leading professional development.
- Ability to collaborate and coordinate with others in establishing a vision and ability to continually align efforts.
- Strong understanding of literacy assessment tools and data analysis.
- Coaching and mentoring teachers.

**Skill/Ability Requirements:**

Skilled in:

- Strong leadership, collaboration, and facilitation of committees and teams with the ability to meet timelines, provide direction to work teams, and delegate appropriately.
- Works effectively with students, parents, administrators, colleagues, community, and other school system staff.
- Excellent oral and written communication skills
- Effectively communicating and working with diverse groups of people such as (but not limited to) district office personnel, principals, teachers, students and parents.
- Analyzing and evaluating data for specific use.
- Prioritizing workload and conflicting demands.
- Working in a diverse socio-economic and multicultural community.
- Promoting the belief that all students can and should learn.
- Developing and providing effective presentations to the public, Board of Education and staff.
- Effectively communicating orally and in writing, with a variety of public, staff and management groups.

# CLASSIFICATION DESCRIPTION

<b>Physical Requirements:</b> Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>General Environmental Conditions:</b>				
<b>General Physical Conditions:</b>				
<b>Work can be generally characterized as:</b>				
<b>Sedentary Work:</b> 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.				
<b>Vision Requirements:</b> 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				

<b>Job Classification History:</b>
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# CLASSIFICATION DESCRIPTION



TITLE: Director of Continuous Improvement and Support

<b>Title of Immediate Supervisor:</b> Assistant Superintendent	<b>Department:</b> Teaching, Learning and Equity	<b>FLSA Status:</b> Exempt
<b>Accountable For (Job Titles):</b> Climate Coordinator, MH/SEB MTSS Coordinator, MTSS Coordinators, SEL Specialist, SEB Specialists, General Education Social Workers, Check and Connect TOSA, Literacy Lead Coordinator, Executive Assistant		<b>Pay Grade Assignment:</b> Educational Directors Association

**General Summary or Purpose Of Job:**

The Director of Continuous Improvement and Support is responsible for process improvement activities supporting the District. This position will lead the planning, continuous improvement, and implementation of Social & Emotional Learning (SEL) to support schools in the development of positive school climate, social & emotional skills development, restorative practices, and continuous improvement efforts across the district, provide expertise and assistance to teachers and principals in ensuring that multi-tiered systems of support (MTSS) are being implemented to support all student groups, and will be responsible for managing district wide assessments.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)
1.	<p><b>Oversee District Wide Continuous Improvement and Support</b></p> <ul style="list-style-type: none"> <li>Inspire, implement and monitor a cycle of continuous improvement to ensure the implementation of effective and efficient processes and systems across all departments in the district.</li> <li>Provide leadership and direction to quality management strategies relative to the development of the district’s continuous improvement plan and long-term vision, as well as individual schools’ site improvement plans.</li> <li>Develop and implement short- and long-term plans and priorities to align with and support the district’s mission and goals.</li> <li>Develop and implement coordinated, consistent district-wide systems and processes to collect, report, interpret, and utilize data to impact organizational improvement in alignment with the district’s continuous improvement plan.</li> <li>Collaborate with other district departments and schools to identify areas for increased efficiency, effectiveness, and improved processes, especially with regards to data collection, storage, access, reporting, and analysis.</li> <li>Provide in-service training and coaching to staff regarding interpretation and use of various data for continuous improvement of student achievement, organizational culture and internal systems and processes.</li> <li>Function as a continuous improvement expert to train and lead continuous improvement teams.</li> </ul>

## CLASSIFICATION DESCRIPTION

2.	<p><b>Oversee implementation of the Multi-Tiered System of Support (MTSS) Framework:</b></p> <ul style="list-style-type: none"> <li>• Lead and monitor a district-wide MTSS implementation plan aligned to the district’s vision for MTSS.</li> <li>• Collaborate with district leadership, other district departments, building leaders, and teachers to ensure fidelity in implementing MTSS interventions.</li> <li>• Provide overarching guidance for the district and individual sites in execution of an impactful MTSS structure.</li> <li>• Develop, coordinate, implement, and monitor comprehensive assessment systems including screening, progress monitoring, and diagnosis for early identification of all students needing supports.</li> <li>• Based on needs assessment, oversee the development of Tier 1, 2, and 3 intervention protocols, problem-solving processes, data-based decision-making, progress monitoring, and communication and collaboration processes among Student Support Teams.</li> <li>• Identify and implement district-wide universal screening for academics, social-emotional learning, and behavior.</li> </ul>
3.	<p><b>Oversee District World's Best Workforce</b></p> <ul style="list-style-type: none"> <li>• Providing leadership in the collecting and reporting of data needed for the district strategic plan.</li> <li>• Coordinating ongoing review of district assessments and program improvement strategies to assess effectiveness and alignment with the strategic plan.</li> <li>• Researches new programs, practices, or strategies that will benefit the continuous improvement process.</li> <li>• Advises the superintendent regarding issues and communication needs related to research, assessment, and accountability.</li> <li>• Supports leadership in developing and implementing efficient systems to meet reporting requirements.</li> <li>• Leads Strategic Planning Team(s) to support the implementation of the mission and strategic plan.</li> <li>• Collaborates with leaders to develop, monitor, implement, and communicate the World's Best Workforce Plan.</li> <li>• Collaborates with leaders in the Department of Teaching, Learning and Equity to provide differentiated support to school sites.</li> </ul>
4.	<p><b>Impact closing the achievement gap:</b></p> <ul style="list-style-type: none"> <li>• Leading Vision Card Committee: supporting the implementation of the district's strategic priorities.</li> <li>• Developing and implementing programs to address the achievement gaps within Duluth Public Schools.</li> <li>• Designing, delivering, or otherwise providing professional development opportunities for staff and leadership in culturally responsive teaching strategies.</li> <li>• Ensuring inclusion through an equity lens in the planning, development, implementation, and evaluation of curriculum and professional development by collaborating with others in the teaching and learning department.</li> <li>• Collecting and disseminating information from data driven research, promising educational practices, and professional resources to improve the educational experience of racial, ethnic, and economically diverse students.</li> <li>• Collaborating with school administrators to review achievement data and support improvement efforts with a focus on ensuring a strong MTSS framework is established across all sites.</li> <li>• Providing leadership to building administrators as they work to implement rigorous instructional practices, close achievement gaps, and develop effective interventions to meet the needs of their diverse learners.</li> </ul>

## CLASSIFICATION DESCRIPTION

5.	<p><b>Implement Accountability Measures for Student Achievement</b></p> <ul style="list-style-type: none"> <li>• Directs systems for collecting and analyzing data, by grade or content, building and district in order to recommend services or program modifications.</li> <li>• Interprets and communicates district-wide assessment results to Board, staff and community.</li> <li>• Oversees systems and processes for collecting and analyzing data, by classroom, building and the district in order to recommend services or programs be modified, continued or removed; in accordance with Elementary and Secondary Education ACT, Family Education rights and Privacy Act, and Code of Fair Testing Practices in Education.</li> <li>• Serves as District Assessment Coordinator.</li> <li>• Directs and oversees the processes assessment and testing for the district.</li> <li>• Analyzes program information/data and prepares documentation to report to the Minnesota Department of Education for the purpose of providing written support, conveying information and complying with federal and state regulations.</li> <li>• Assists district personnel in the utilization of the data warehouse software and the development of data-driven decisions to improve student performance.</li> <li>• Oversees and leads the District Assessment Committee.</li> <li>• Act as a liaison between the school district and the Minnesota Department of Education on assessment related issues.</li> </ul>
6.	<p><b>Other:</b></p> <ul style="list-style-type: none"> <li>• Facilitates and participates in related projects, processes, and committees as requested and needed.</li> <li>• Other duties may be assigned in alignment with district continuous improvement efforts.</li> </ul>

<b>Minimum Qualifications:</b> (necessary qualifications to gain entry into the job not preferred or desirable qualifications)
<ul style="list-style-type: none"> <li>• Master's degree from an accredited college or university in Education, School Psychology, Business Administration, Organizational Development or other related field with emphasis in at least two of the following: educational measurement, statistics, or research methods..</li> <li>• A minimum of 5 years progressively responsible professional educational or administrative experience.</li> <li>• Experience in supervising a diverse staff.</li> <li>• Training in MTSS or equivalent experience.</li> </ul>
<b>Preferred Qualifications:</b>
<ul style="list-style-type: none"> <li>• Successful experience in site or district administration; implementation, oversight or monitoring of district or school project site plans; state or federal categorical program implementation; design and delivery of professional development; and meeting facilitation with education partners and community groups.</li> <li>• Prior district-level position in a leadership role.</li> <li>• A valid driver's license or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.</li> </ul>

<b>Knowledge Requirements:</b>
Requires knowledge of:
<ul style="list-style-type: none"> <li>• Current state curriculum standards.</li> <li>• Modern principles and practices of data analysis, assessment and reporting, principles of instructional, and curricular development services including strategies pertaining to the improvement of:             <ul style="list-style-type: none"> <li>○ The core instructional program.</li> <li>○ The instructional program for significant subgroups such as (but not limited to) English Language Learners, Special Education students, Homeless and Foster Youth.</li> </ul> </li> </ul>

## CLASSIFICATION DESCRIPTION

- School law administration and applicable sections of the State Education Code, Board and District policies, principles and practices of administration, supervision and training, labor relations law and collective bargaining agreements.
- Federal, State and District Policies, guidelines and laws related to student assessments and accountability.
- Applicable Education Code rules and regulations.
- In-service training and staff development best practices, procedures and planning.
- Principles of budget planning and monitoring.
- Strategies for program assessment and evaluation.
- Principles and practices of educational administration.
- Communication strategies for dissemination of information to various stakeholders.

**Skill/Ability Requirements:**

Skilled in:

- Providing effective visionary leadership and strategic planning to focus human and material resources towards the primary goal of outstanding quality education for students.
- Effectively communicating and working with diverse groups of people such as (but not limited to) district office personnel, principals, teachers, students and parents.
- Analyzing and evaluating data for specific use.
- Using technology programs to integrate and systematize access to data and data reporting.
- Maintaining confidentiality.
- Prioritizing workload and conflicting demands.
- Effectively working in demanding environments.
- Working in a diverse socio-economic and multicultural community.
- Demonstrating organizational, time management, analytical and problem-solving skills.
- Promoting the belief that all students can and should learn.
- Developing and providing effective presentations to the public, Board of Education and staff.
- Effectively communicating orally and in writing, with a variety of public, staff and management groups.

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

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

## CLASSIFICATION DESCRIPTION

<b>General Environmental Conditions:</b>		
<b>General Physical Conditions:</b>		
<b>Work can be generally characterized as:</b>		
<p><b>Sedentary Work:</b> 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.</p>		
<b>Vision Requirements:</b> Check box if relevant		
	Yes	No
No special vision requirements	<input checked="" type="checkbox"/>	
Close Vision (20 in. of less)	<input type="checkbox"/>	
Distance Vision (20 ft. of more)	<input type="checkbox"/>	
Color Vision	<input type="checkbox"/>	
Depth Perception	<input type="checkbox"/>	
Peripheral Vision	<input type="checkbox"/>	

<b>Job Classification History:</b>

## CLASSIFICATION DESCRIPTION

<b>Title of Immediate Supervisor:</b> Assistant Superintendent	<b>Department:</b> Teaching, Learning and Equity	<b>FLSA Status:</b> Exempt
<b>Accountable For (Job Titles):</b> Ojibwe Language Teachers, Misaabekong Teachers/Curriculum, Misaabekong Cultural Immersion Paraprofessionals		<b>Pay Grade Assignment:</b> Duluth District-wide Instructional Administrators' Association, TBD

<b>General Summary or Purpose Of Job:</b>
<p>The Ojibwe Language and Culture Coordinator position is a districtwide leadership position for the programming and curriculum for Ojibwe language which includes Oshki-Inwewin, the Misaabekong Immersion program and Ojibwe Language courses in the Duluth Public Schools. This position is responsible for the expansion, coordination, and alignment of American Indian Language and Culture initiatives and efforts pre-K-12. This position will develop and monitor schedules for all program staff and participate in teacher observations and evaluations; in collaboration with site Principal(s); will develop and implement culturally-based learning opportunities across all grades, will supervise consistent Family Engagement activities, and will provide information to families to ensure family involvement. This position will also serve as a lead staff member for programming and communications, as well as provide supports for program staff, including the facilitation of Professional Development workshops in the area of Indigenous language and culture, serve on leadership teams to assist in making program decisions, developing program policies, and communicating with administration on program progress and needs, and will collaborate with other district and program leaders to secure funding, assist in Tribal consultation, and improve educational outcomes for Indigenous students.</p> <p>This position will aid in the district and program goal areas of increasing enrollment, providing a safe and welcoming culturally-rich school environment, reduction in behavior referrals and suspensions, and high attendance rates of all students participating in Ojibwe language programs or courses.</p>

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)
1.	Provide coaching, professional development, and support to district administration and site staff, in developing their understanding of Indigenous immersion/cultural education to address equity issues within the District.
2.	Monitor, maintain or expand student enrollment in Ojibwe language programming , Maintain knowledge of National, State, and District educational goals and standards.
3.	Assist Ojibwe teachers and support staff in curriculum development and program opportunities.
4.	Oversee and guide the Indigenous Language, Culture, and History Subcommittee in collaboration with district and program leaders in meeting District and community goals of reducing the academic gap, raising graduation rates, and addressing disparities affecting underserved populations.
5.	Assist in establishing academic and language benchmarks for each grade in alignment with developmentally appropriate learning experiences. Assist with development of assessments for benchmark screening and progress monitoring. Assist in the development of Ojibwe language curriculum, materials, and assessments as guided by the Minnesota Standards in each content area through an Ojibwe lens.

## CLASSIFICATION DESCRIPTION

6.	Communicate program information through appropriate venue, i.e. Infinite Campus, newsletters, phone calls, e-mails, conferences, etc. Communicate with students' families and supervise the planning of Monthly Family Nights.
7.	Assist Ojibwe program teachers on Individual Educational Plan team meetings to provide an additional cultural perspective to best support students
8.	Participate in Data Review and Student Support Teams when needed to ensure student success in Misaabekong and other Ojibwe programs; Assist in reviewing, interpreting, and analyzing student performance data to accurately identify student learning needs in collaboration with classroom teachers
9.	Create and revise Ojibwe policies and procedures to ensure student success, and the continuation and growth of the program.
10.	Collaborate with site staff in monitoring attendance and behavior concerns of students through monthly reviews.
11.	Facilitate the implementation of Misaabekong Immersion Program and Ojibwe language courses goals and objectives.
12.	Communicate and work collaboratively with others at all levels of the system to address student needs.
13.	Assist in creating a positive and safe school climate with Spanish immersion, English, and administration across the District.
14.	Provide annual reports to District advisory committees and School Board regarding Misaabekong and Ojibwe language courses regarding student data, progress, and performance.
15.	Facilitate professional learning communities for Misaabekong staff in collaboration with the Midwest Indigenous Immersion Network.
16.	Use technology to enhance instruction, task management, and communication.
17.	Facilitate scheduling and collaboration with elder-first speakers of Ojibwe language to assist with translating lesson plans, curriculum, and additional resources.
18.	Assist teams in developing and implementing math and reading interventions.
19.	In collaboration with site administrators, proctor teacher observations in order to provide an Indigenous cultural perspective within the existing evaluation systems.
20.	Maintain and improve professional skills by participating in building and department meetings, formal coursework, workshops, and seminars in an effort to stay current with best teaching practices in Indigenous immersion programs.
21.	Collaborate with site administration to network with State, Tribal, Private Colleges, and Universities for teacher recruitment through providing teacher training opportunities.
22.	Perform other duties and participate in other projects as assigned or requested.

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

- Bachelor's degree in education, American Indian studies, Ojibwe language, or a closely-related field and at least three (3) years of experience as an educational leader or in a leadership position.
- Experience working with school-age children and adolescents in an educational setting.
- Experience working in an Ojibwe or other American Indian immersion environment.
- Experience teaching in or administering an Ojibwe or other American Indian Language immersion program.

**Preferred Qualifications:**

- Elementary Education license or related field license or certification.

## CLASSIFICATION DESCRIPTION

### **Knowledge Requirements:**

Requires knowledge of:

- Proficiency in the Ojibwe language (preferred "Intermediate - Advanced" rating under the ACTFL Proficiency Guidelines).
- Understanding of diversity issues, including recruitment and retention of a diverse staff.
- Learning theory, program planning, curriculum development, and management.
- Best practices for teaching and learning.
- Evolving research in Indigenous immersion education.
- Grammar and construction of the Ojibwe language.
- Ojibwe cultural values and practices.
- Fiscal management and budgets.
- Attaining resources for grants.
- District organizational structure, policies, procedures, rules, and regulations
- Principles and techniques of budgeting and financial management
- Capabilities of computer systems, software, and hardware related to the development and delivery of professional development and training material.

### **Skill/Ability Requirements:**

Skilled in:

- Demonstrated leadership skills, especially regarding cross-cultural interaction.
- Ability to facilitate various size groups, including conflict resolution.
- Demonstrated effective management and organizational skills.
- Demonstrated excellent written and verbal communication skills.
- Demonstrated ability to identify barriers in school or departmental systems, and the development and implementation of action plans.
- Demonstrated effective staff development, planning, and facilitation.
- Successful grant writing experience.
- Dealing with tension and stress in heightened situations.
- Flexibility in the role and environment of Ojibwe Language Immersion.
- Progress Monitoring of student success and implementation of Indigenous immersion practices.
- Maintain professional composure while dealing with a variety of personalities and situations.
- End-user skills with internal computer database systems such as Skyward and Infinite Campus
- Show initiative and function as a self-starter.
- Develop and integrate Ojibwe culture and technology into curriculum, instruction, and daily tasks.
- Develop effective and positive working relationships with students, staff, administrators, parents, and the community.
- Effectively navigate different communication styles to exchange or convey information.
- Negotiate, compromise, and manage conflict.
- Exercise professionalism when dealing with sensitive, complex, and confidential issues and situations.

# CLASSIFICATION DESCRIPTION

<b>Physical Requirements:</b> Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk				√
Sit		√		
Use hands dexterously (use fingers to handle, feel)		√		
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.		√		
Up to 25 lbs.	√			
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<p><b>General Environmental Conditions:</b> Work is performed under normal office or classroom conditions and there are minimal environmental risks or disagreeable conditions associated with the work. There is exposure to outdoor weather conditions when providing culturally responsive experiences outdoors.</p> <p>The typical noise level is considered to be moderate.</p>				
<p><b>General Physical Conditions:</b></p> <p>Work can be generally characterized as:</p> <p>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.</p>				
<b>Vision Requirements:</b> 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				
<b>Job Classification History:</b>				

## CLASSIFICATION DESCRIPTION

<b>Title of Immediate Supervisor:</b> Assistant Superintendent and/or and/or Director of Continuous Improvement and Support	<b>Department:</b> Teaching, Learning and Equity	<b>FLSA Status:</b> Exempt
<b>Accountable For (Job Titles):</b>		<b>Pay Grade Assignment:</b> Duluth District-Wide Instructional Administrative Association (DDWIAA), Pay Class ____

<b>General Summary or Purpose Of Job:</b>
<p>The Professional Development Coordinator is responsible for planning, facilitating, coordinating and monitoring, appropriate and timely districtwide professional development for all staff serving as a resource to other district personnel.</p> <p>This position is responsible for developing, coordinating, and presenting professional development programs and sessions to facilitate the achievement of district initiatives and in alignment with the strategic plan. Position consults with and advises administrators and managers regarding the design of staff development programs; establishes learning objectives; develops training materials; and assesses the impact of training sessions.</p>

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)
1.	Consults with district and building administrators, a variety of committees, etc. for the purpose of serving as a liaison and resource, identifying training needs and/or coordinating professional development services within the District
2.	Keeps well informed about current trends and best practices, conducts research and analysis of training needs and makes recommendations to administration concerning the need for new training programs, course content and for revisions in existing training programs to increase their effectiveness.
3.	Plans, develops, and implements employee training and orientation programs based on needs determined from input provided by administration and staff.
4.	In conjunction with Human Resources, develops, implements and manages new hire orientation and onboarding program content, internal and external communications, and logistics (e.g. scheduling, site selection, supplies, and materials). Conducts and audits onboarding training sessions. Develops feedback mechanisms to obtain data from new employees and their administrators. Maintains and continuously upgrades program content to be highly-effective and engaging.
5.	Identifies, organizes and sequences subject matter to be taught in training programs to assure maximum effectiveness; develops educational material and prepares training manuals and other training aids; develops and administers pre and post training tests to determine the effectiveness of the subject training; and leads or assists administrators and supervisors in leading training provided to employees
6.	Assesses and determines training needs of the department through investigation, consultation, and evaluation of training requests. Reviews and evaluates the effectiveness of district training programs, and makes recommendations for improvements or changes as necessary. Interpret professional development survey data to determine future growth needs and opportunity needs for professional development.

## CLASSIFICATION DESCRIPTION

7.	Communicates with administrators, managers and outside organization representatives for the purpose of coordinating activities and programs, resolving issues and conflicts, and exchanging information
8.	Collaborates with the Mentor, Teacher Development coordinators, and Human Resources for the purpose of fostering staff growth and ensuring program compliance
9.	Develops, implements and monitors district-wide learning management system for professional learning
10.	Participates in the vendor contracting and solicitation process for vendors who provide training services, assessing vendor qualifications, and reviewing and monitoring contracts for selected vendors to ensure training services provided are in accordance with contractual agreements.
11.	Establishes communication system to keep stakeholders regularly informed of professional development goals, plans and progress of the districts professional learning program
12.	Markets and encourages participation in upcoming staff development initiatives and activities.
13.	Establishes strong working relationships with school and district staff.
14.	Coordinates and delivers training methods in multiple ways to cater to diverse learning styles and staff within the district. (ex: Virtual, In-Person, On-the-job, webinars)
15.	Performs other duties and participate in other projects as assigned or requested.

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

- Bachelor’s degree from an accredited college or university in Business Administration, Organizational Development, Education, Adult Learning, Human Resources, Psychology, or a closely related field and five (5) years of progressively responsible related professional and/or educational experience.

**Preferred Qualifications:**

- Experience working in a school setting.
- A valid driver’s license or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

**Knowledge Requirements:**

Requires knowledge of:

- Project management practices and ability to apply those practices to programs/projects.
- Principles, methods, and tools for formal and on-the-job professional development and training
- Theories, strategies, and methodologies of adult learning
- Teaching and facilitation skills
- Basic principles of promotion, publicity, marketing, and advertising
- Current trends and developments in professional development
- Community resources and programs complimentary to professional development activities
- Research methods and techniques used in the professional development field
- Professional competencies related to a variety of occupational fields
- Methods and techniques of writing, composition, layout and production of professional development and training materials
- District organizational structure, policies, procedures, rules, and regulations
- Principles and techniques of budgeting and financial management
- Capabilities of computer systems, software, and hardware related to the development and delivery of professional development and training material.

# CLASSIFICATION DESCRIPTION

<b>Skill/Ability Requirements:</b>
<p>Skilled in:</p> <ul style="list-style-type: none"> <li>• Designing, organizing, conducting, and evaluating continuing education programs in support of organization-wide strategic initiatives based on assessment of learner needs using a variety of instructional approaches.</li> <li>• Managing competing priorities, demands, and deadlines.</li> <li>• Assessing, recommending and implementing various program policies and procedures, and initiate program improvements.</li> <li>• Facilitating trainings.</li> <li>• Making effective, informational, and motivational presentations to diverse audiences</li> <li>• Applying logical thinking to problems and research.</li> <li>• Using initiative and independent judgment.</li> <li>• Preparing reports and communicating effectively, both orally and in writing, including in public settings.</li> <li>• Leading multiple projects and initiatives, identifying and adjusting training priorities, and meeting goals and deadlines.</li> <li>• Establishing and maintain effective working relationships with administrators, supervisors, staff and other organizations, and the public.</li> <li>• Learning new software and systems with ease..</li> <li>• Planning, collaborating, coordinating, and facilitating a variety of meetings, workshops, trainings, and conferences.</li> <li>• Understanding and be sensitive to those of culturally and linguistically diverse backgrounds.</li> <li>• Demonstrating strong interpersonal skills using tact, patience and courtesy.</li> <li>• Establishing and maintaining cooperative relationships with school personnel, vendors, co-workers and the public.</li> <li>• Organizing work, programs and activities to meet schedules, timelines and deadlines.</li> <li>• Maintaining accurate, up-to-date, and organized record-keeping.</li> <li>• Planning and organizing meetings, presentations and the ability to present “best practices” data and research.</li> <li>• Ability to establish priorities, work independently, and proceed with objectives without supervision.</li> </ul>

<b>Physical Requirements:</b> Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionall y	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			

# CLASSIFICATION DESCRIPTION

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:**

## EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "**School District**" enters into this Contract with Simone Zurich, herein referred to as "**Employee**".

In consideration of the mutual promises and agreements set forth below, Employee and the School District agree as follows:

- I. Employment: The School District hereby employs, engages and hires Employee as Executive Director of Finance and Business Services and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.
- II. Duties: Employee agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at her discretion and with communication with the Superintendent.

III. Duration. Subsequent Contract. Expiration. Termination During the Term, Mutual Consent & Contingency:

- A. Duration.. This Contract is for a term of three (3) years commencing July 1, 2023 and ending June 30, 2026. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.
- B. Expiration. This Contract shall expire at the end of the term specified in III, A hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless a subsequent Contract is entered. However, in the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
- C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause as defined in Minnesota Statute 5122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute S122A.40 shall not be applicable. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date

as determined by the School Board, and the Employee shall have no further claim or recourse.

- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of salary and continuation of district paid health benefits for twelve (12) months.
- F. Resignation: The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

- A. Basic Work Year. The Employee's duty year shall be for the entire length of the twelve (12) month Contract year, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.
- B. Vacation. The Employee shall earn twenty-five (25) working days of annual paid vacation each Contract year. Unused vacation may carry over into the future duty years with a limit of one-hundred (100) days available vacation at any point during the contract period. Employee shall be entitled to payment for any hours in excess of one-hundred (100) days. Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The daily rate of pay will be based on 260 days per year.
  - a. Vacation time is to be coordinated with the Superintendent of Schools in order to maintain a protocol for leadership within the School District.
- C. Holidays. The Employee shall be entitled to ten (12) paid holidays each Contract year as designated by the School District.

- New Year's Day, January 1
- Martin Luther, the third Monday in January
- President's Day, the third Monday in February
- Memorial Day, the last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, the first Monday in September
- Convention Day in October
- Thanksgiving Day, the fourth Thursday in November
- The day after Thanksgiving
- Christmas Eve Day, December 24
- Christmas Day, December 25

D. Sick, Family & Personal Leave.

- a. Sick Leave. The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of 90 days. The value of unused sick leave that accumulates in excess of ninety 90 days shall be contributed annually to the employee's 403B Plan/457b. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan after the end of each fiscal year.

The daily rate of pay will be based on 260 days per year. upon retirement, resignation or termination of employment, any remaining amount will be contributed to the employee's 403B/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan.

- b. Family Leave. The Employee shall be allowed a maximum of thirty (30) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family shall constitute members of the immediate family of the Employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition to the above the Employee may use more than -thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).
- E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.
- F. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.
  - a. Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.
- G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.
- H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.
- I. Jury Duty:
  - a. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
  - b. The Employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

- J. **Personal Leave.** The Employee shall be entitled to three (3) personal leave days per year;
- K. **School-Related Injuries:** An Employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.

V. **Insurance:**

- A. **Health & Hospitalization.** The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution equivalent to the difference between the single and family coverage annual District contribution for each of the Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.
- B. **Dental.** The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.
- C. **Life Insurance.** The School District shall provide, at the expense of the School District, term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000 payable to the Employee's named beneficiary. Employer will provide an additional \$100,000 coverage to employee if requested and approved by the carrier based on insurability. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable.
- D. **Long Term Disability Insurance.** The School District shall provide, at the expense of the School District, long term disability insurance coverage for the Employee under the School District's group plan.
- E. **Liability Insurance.** The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.
- F. **Claims Against the School District.** The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. **Other Benefits:**

- G. **Tax-Sheltered Annuities.** The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The District shall make an employer contribution for the benefit of the Executive Director of Finance and Business Services such plan in the sum of \$5,000 for each of the contract years. The District shall make such contribution and the contribution shall be accrued by the Executive Director of Finance and Business Services in equal monthly installments.

H. Cellular Phone. The School District shall provide the Employee with a monthly allowance of \$75.00 or follow the district's cell phone policy should one be implemented, whichever is greater for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 for personal use.

I. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.

VII. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VIII. Compensation:

A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below and which is equal to 78% of the Superintendent annual salary. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

Salary		
2023-2024	2024-2025	2025-2026
\$159,900	\$163,410	\$166,920

IX. Other Provisions:

A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Executive Director of Finance and Business Services. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by School Board policy. The Employee shall present appropriate statements for approval as provided by law.

D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days times the number of full or partial years of continuous service to the District plus the number of remaining sick leave days remaining(not to exceed six months pay).

Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403B Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article III paragraph C.

E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware and portable printer. The employee will be responsible for internet requirements.

X. Severability:

If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

**IN WITNESS WHEREOF**, I have subscribed my signature this 23rd day of April, 2024.

  
\_\_\_\_\_  
Simone Zurich

**IN WITNESS WHEREOF**, I have subscribed my signature this 23rd day of April, 2024.

  
\_\_\_\_\_  
Chair, School Board

  
\_\_\_\_\_  
Clerk, School Board

## EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "**School District**" enters into this Contract with Theresa Severance, herein referred to as "**Employee**".

In consideration of the mutual promises and agreements set forth below, Employee and the School District agree as follows:

- I. Employment: The School District hereby employs, engages and hires Employee as Executive Director of Human Resources and Operations and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.
- II. Duties: Employee agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at her discretion and with communication with the Superintendent.

III. Duration. Subsequent Contract. Expiration. Termination During the Term, Mutual Consent & Contingency:

- A. Duration.. This Contract is for a term of three (3) years commencing July 1, 2023 and ending June 30, 2026. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.
- B. Expiration. This Contract shall expire at the end of the term specified in III, A hereof. Neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless a subsequent Contract is entered. However, in the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
- C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause as defined in Minnesota Statute 5122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute S122A.40 shall not be applicable. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of salary and continuation of district paid health benefits for twelve (12) months.
- F. Resignation: The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

- A. Basic Work Year. The Employee's duty year shall be for the entire length of the twelve (12) month Contract year, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.
- B. Vacation. The Employee shall earn twenty-five (25) working days of annual paid vacation each Contract year. Unused vacation may carry over into the future duty years with a limit of one-hundred (100) days available vacation at any point during the contract period. Employee shall be entitled to payment for any hours in excess of one-hundred (100) days. Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The daily rate of pay will be based on 260 days per year.

- a. Vacation time is to be coordinated with the Superintendent of Schools in order to maintain a protocol for leadership within the School District.

- C. Holidays. The Employee shall be entitled to ten (12) paid holidays each Contract year as designated by the School District.

- New Year's Day, January 1
    - Martin Luther, the third Monday in January
    - President's Day, the third Monday in February
    - Memorial Day, the last Monday in May
    - Juneteenth, June 19
    - Independence Day, July 4
    - Labor Day, the first Monday in September
    - Convention Day in October
    - Thanksgiving Day, the fourth Thursday in November
    - The day after Thanksgiving
    - Christmas Eve Day, December 24
    - Christmas Day, December 25

- D. Sick, Family & Personal Leave.

- a. Sick Leave. The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of 90 days. The value of unused sick leave that accumulates in excess of ninety 90 days shall be contributed annually to the employee's 403B Plan/457b. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan after the end of each fiscal year. The daily rate of pay will be based on 260 days per year. upon retirement, resignation or termination of employment, any remaining amount will be contributed to the employee's 403B/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan.

- b. Family Leave. The Employee shall be allowed a maximum of thirty (30) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family shall constitute members of the immediate family of the Employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition to the above the Employee may use more than -thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).
- E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.
- F. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.
- a. Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.
- G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.
- H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.
- I. Jury Duty:
- a. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
- b. The Employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.
- J. Personal Leave. The Employee shall be entitled to three (3) personal leave days per year.
- K. School-Related Injuries: An Employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without

loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave. 48

V. Insurance:

- A. Health & Hospitalization. The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution equivalent to the difference between the single and family coverage annual District contribution for each of the Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.
- B. Dental. The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.
- C. Life Insurance. The School District shall provide, at the expense of the School District, term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000 payable to the Employee's named beneficiary. Employer will provide an additional \$100,000 coverage to employee if requested and approved by the carrier based on insurability. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable.
- D. Long Term Disability Insurance. The School District shall provide, at the expense of the School District, long term disability insurance coverage for the Employee under the School District's group plan.
- E. Liability Insurance. The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.
- F. Claims Against the School District. The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

- G. Tax-Sheltered Annuities. The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The District shall make an employer contribution for the benefit of the Executive Director of Human Resources and Operations such plan in the sum of \$5,000 for each of the contract years. The District shall make such contribution and the contribution shall be accrued by the Executive Director of Human Resources and Operations in equal monthly installments.
- H. Cellular Phone. The School District shall provide the Employee with a monthly allowance of \$75.00 or follow the district's cell phone policy should one be implemented, whichever is greater for use of the Employee's cellular phone. Alternatively, at the Employee's option, the

Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 for personal use.

- I. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.
- VII. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.
- VIII. Compensation:
  - A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below and which is equal to 78% of the Superintendent annual salary. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

Salary		
2023-2024	2024-2025	2025-2026
\$159,900	\$163,410	\$166,920

IX. Other Provisions:

- A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Executive Director of Human Resources and Operations. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.
- B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.
- C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by School Board policy. The Employee shall present appropriate statements for approval as provided by law.
- D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days times the number of full or partial years of continuous service to the District plus the number of remaining sick leave days remaining(not to exceed six months pay). Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403B

Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article III paragraph C. 50

E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware and portable printer. The employee will be responsible for internet requirements.

X. Severability:

If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

**IN WITNESS WHEREOF**, I have subscribed  
my signature this 23rd day of April, 2024.



Theresa Severance

**IN WITNESS WHEREOF**, I have subscribed  
my signature this 23rd day of April, 2024.



Chair, School Board



Clerk, School Board

## EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "**School District**" enters into this Contract with Anthony Bonds, herein referred to as "**Employee**".

In consideration of the mutual promises and agreements set forth below, Employee and the School District agree as follows:

- I. Employment: The School District hereby employs, engages and hires Employee as Assistant Superintendent of Schools for ISD 709. Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.

The Employee shall furnish throughout the life of this contract a valid and appropriate Superintendent license.

- II. Duties: Employee agrees that they will at all times faithfully, industriously, and to the best of their ability, experience and talents, perform all of the duties that may be required of and from the employee pursuant to the express and implicit terms of this Contract and to the reasonable satisfaction of the School District. Such duties shall be rendered at the School District and at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at his discretion and with communication with the Superintendent.

- III. Duration. Subsequent Contract. Expiration. Termination During the Term, Mutual Consent & Contingency:

- A. Duration. This Contract is for a term of three (3) years commencing July 1, 2023, and ending June 30, 2026, It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.

- B. Expiration. This Contract shall expire at the end of the term specified in III, A hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless a subsequent Contract is entered. However, in the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.

- C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause as defined in Minnesota Statute 5122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute S122A.40 shall not be applicable. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the

School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

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- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of salary and continuation of district paid health benefits for twelve (12) months.
- F. Resignation: The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.
- IV. Duty Year and Leaves:
- A. Basic Work Year. The Employee's duty year shall be for the entire length of the twelve (12) month Contract year, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.
- B. Vacation. The Employee shall earn twenty-five (25) working days of annual paid vacation each Contract year. Unused vacation may carry over into the future duty years with a limit of one-hundred (100) days available vacation at any point during the contract period. Employee shall be entitled to payment for any hours in excess of one-hundred (100) days. Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The daily rate of pay will be based on 260 days per year.
- a. Vacation time is to be coordinated with the Superintendent of Schools in order to maintain a protocol for leadership within the School District.
- C. Holidays. The Employee shall be entitled to ten (12) paid holidays each Contract year as designated by the School District.
- New Year's Day, January 1
  - Martin Luther, the third Monday in January
  - President's Day, the third Monday in February
  - Memorial Day, the last Monday in May
  - Juneteenth, June 19
  - Independence Day, July 4
  - Labor Day, the first Monday in September
  - Convention Day in October
  - Thanksgiving Day, the fourth Thursday in November
  - The day after Thanksgiving
  - Christmas Eve Day, December 24
  - Christmas Day, December 25
- D. Sick, Family & Personal Leave.
- a. Sick Leave. The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of 90 days. The value of unused sick leave that accumulates in excess of ninety 90 days shall be contributed annually to the employee's 403B Plan. Contributions beyond the maximum allowable amounts will

be contributed to the Health Care Savings Plan after the end of each fiscal year. The daily rate of pay will be based on 260 days per year. Upon retirement, resignation or termination of employment, any remaining amount will be contributed to the employee's 403B Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan.

- b. Family Leave. The Employee shall be allowed a maximum of thirty (30) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family shall constitute members of the immediate family of the Employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition to the above the Employee may use more than -thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).
- E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.
- F. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.
  - a. Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.
- G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.
- H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.
- I. Jury Duty:
  - a. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.

- b. The Employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.
- J. **Personal Leave.** The Employee shall be entitled to three (3) personal leave days per year;
- K. **School-Related Injuries:** An Employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.
- V. **Insurance:**
- A. **Health & Hospitalization.** The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution equivalent to the difference between the single and family coverage annual District contribution for each of the Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.
- B. **Dental.** The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.
- C. **Life Insurance.** The School District shall provide, at the expense of the School District, term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000 payable to the Employee's named beneficiary. Employer will provide an additional \$100,000 coverage to employee if requested and approved by the carrier based on insurability. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable.
- D. **Long Term Disability Insurance.** The School District shall provide, at the expense of the School District, long term disability insurance coverage for the Employee under the School District's group plan.
- E. **Liability Insurance.** The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.
- F. **Claims Against the School District.** The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.
- VI. **Other Benefits:**
- A. **Tax-Sheltered Annuities.** The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The District shall make an employer contribution

for the benefit of the Assistant Superintendent to such plan in the sum of \$5,000 for each of the contract years. The District shall make such contribution and the contribution shall be accrued by the Assistant Superintendent in equal monthly installments.

- B. **Business Expense Allowance:** The School District will pay the Assistant Superintendent a Business Expense Allowance of \$500 per month payable in bi-weekly installments.
- C. **Cellular Phone.** The School District shall provide the Employee with a monthly allowance of \$75.00 or follow the district's cell phone policy should one be implemented, whichever is greater for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 for personal use.
- D. **Conferences and Meetings.** The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.
- E. **Automobile.** The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VII. Compensation:

- A. **Salary.** The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below and which is equal to 81% of the Superintendent annual salary. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

<b>Salary</b>		
2023-2024	2024-2025	2025-2026
\$166,050	\$169,695	\$173,340

VIII. Other Provisions:

- A. **Outside Activities.** While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Assistant Superintendent of Schools. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.
- B. **Indemnification and Provision of Counsel.** In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

- C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by School Board policy. The Employee shall present appropriate statements for approval as provided by law.
- D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days times the number of full or partial years of continuous service to the District plus the number of remaining sick leave days remaining(not to exceed six months pay). Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403B Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article III paragraph C.
- E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware and portable printer. The employee will be responsible for internet requirements.

IX. Severability:

If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

**IN WITNESS WHEREOF,** I have subscribed my signature this 23rd day of April, 2024.

  
\_\_\_\_\_  
Anthony Bonds

**IN WITNESS WHEREOF,** I have subscribed my signature this 23rd day of April, 2024.

  
\_\_\_\_\_  
Julie Lopez  
Chair, School Board

  
\_\_\_\_\_  
Amber Sadowski  
Clerk, School Board

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report Apr. 16, 2024 Committee Meeting

4/5/2024 Percent spent

REVENUES	23-24		23-24		23-24		23-24		Apr 1 2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVI RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE		
	FUND	Jul-23	JULY 23 -24	July -June	July -June	July -June	July -June		
General	1	\$126,200,922.80	\$127,464,614.46	\$77,926,641.71		-\$13,645.79	\$49,524,326.96		61%
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$3,622,020.98		\$ -	\$417,179.02		90%
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$2,683,951.03		\$ -	\$4,336,990.09		38%
Community Ed	4	\$8,495,545.00	\$8,516,152.95	\$4,078,138.97		\$ -	\$4,438,013.98		48%
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$1,533,400.25		\$ -	\$1,209,146.75		56%
Building Construction	6	\$ -	\$ -	\$ -		\$ -	\$ -		
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$2,387,522.90		\$ -	\$21,259,700.10		10%
Trust Fund	8	\$276,100.00	\$276,100.00	\$ -		\$ -	\$276,100.00		0%
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$689,916.08		\$ -	\$260,083.92		73%
Student Acitivity	79	\$58,406.00	\$585,259.43	\$249,095.50		\$ -	\$336,163.93		43%
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$173,430,884.92</b>	<b>\$175,242,037.96</b>	<b>\$93,170,687.42</b>		<b>-\$13,645.79</b>	<b>\$82,057,704.75</b>		<b>53%</b>

EXPENSES	23-24		23-24		23-24		23-24		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVI EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE		
	FUND	Jul-23	JULY 23 -24	July - June	July -June	July -June	July -June		
General	1	\$120,283,293.86	\$122,498,475.36	\$82,474,769.94		\$3,481,115.32	\$36,542,590.10		70%
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$3,398,814.26		\$1,109,200.37	-\$495,138.63		112%
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$7,433,572.78		\$354,079.31	-\$1,038,019.33		115%
Community Ed	4	\$7,630,865.00	\$9,071,785.95	\$5,595,165.74		\$22,550.42	\$3,454,069.79		62%
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$8,683,141.24		\$1,089,180.02	-\$1,772,702.01		122%
Building Construction	6	\$ -	\$ -	\$3,812,392.16		\$984,858.13	-\$4,797,250.29		
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$26,931,588.45		\$ -	-\$3,291,588.45		114%
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$ -	\$253,750.00		0%
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$726,843.17		\$ -	\$188,156.83		79%
Student Acitivity	79	\$306,948.00	\$276,264.96	\$158,260.53		\$7,477.82	\$110,526.61		60%
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$171,310,984.87</b>	<b>\$175,417,404.28</b>	<b>\$139,214,548.27</b>		<b>\$7,048,461.39</b>	<b>\$29,154,394.62</b>		<b>83%</b>

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$41,401.00	Program 298	Revenue \$442,113.93
Program 110 Admin	\$ -	Program 298	Expense \$485,195.53
Program 108 Tech	\$1,586,448.31		
Program 203 Elem	\$1,069,708.65		
Program 211 Secondary	\$889,350.13		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportation	\$419,248.09		
Program 740 Pupil Engage	\$6,450.82		
	<u>\$4,012,607.00</u>		

**Fundraisers Reported  
March 2024**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld HS	Debate Team	\$10,000.00	GiveMN
Denfeld HS	Denfeld Softball	\$11,000.00	Coupon Books
Denfeld HS	Denfeld Baseball	\$13,000.00	Coupon Books
Denfeld HS	School-wide, Mental Health Team	\$2,500.00	GoFundMe - attempting to raise enough money to purchase a Mental Health Awareness shirt for every student and staff member
Denfeld HS	Senior Class Advisor and Graduation 2024	\$4,000.00	Crowdfunding for graduation lunch
East HS	Debate Team	\$1,000.00	Grocery Bagging - Lakeside Super One
East HS	Girls Tennis	\$1,000.00	Spring Flower planters
ECFE City-wide	ECFE	\$500.00	ECFE T-shirts
Ordean-East MS	Library	\$2,750.00	Scholastic Book Fair

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
 Duluth Public Schools  
 709 Portia Johnson Drive  
 Duluth, Minnesota 55811  
 218-336-8700

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **RFP #324 MOLD MITIGATION AT LOWELL ELEMENTARY**  
**Date:** March 27, 2024

The RFP is for professional mold mitigation services at Lowell Elementary.

One (1) of two vendors responded with the following results:

<b>VENDOR TOTAL</b>	
LEGACY SERVICES	\$ 49,680.00
GO-KLEAN	DID NOT SUBMIT A BID

Bryan Brown and Jeremy DeGraef reviewed the RFP.

Bryan Brown, Facilities Manager, recommends accepting and awarding the RFP meeting specifications as submitted by LEGACY SERVICES for the amount of **\$49,680.00 for the MOLD MITIGATION AT LOWELL ELEMENTARY.**

**Program:** Facilities

**Fund Custodian:** Bryan Brown, Manager of Facilities

**Expenditure Contracts Signed  
March 2024**

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.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
A+ Contractors	\$78,748.17	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – DSC, Congdon, East, Lester, MWES, Piedmont – Third year of Contract (Second of Two Renewable Years)
Blotti Contracting	\$43,730.93	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Denfeld, Laura Mac, LPMS, Stowe – Third Year of Contract (Second of Two Renewable Years)
Stretar Masonry & Concrete, Inc.	\$69,482.66	Facilities (DU/DR)	BID #1311-1 – Bricklayer Labor – Second Year of Contract (First of Two Renewable Years)
Quality Lawn Care	\$54,924.46	Facilities (DU)	BID #1298 District-Wide Lawn Care Services – Third Year of Contract (Second of Two Renewable Years)
Regional Contracting & Painting	\$37,118.59	Facilities (DU/DR)	BID #1315 Painting Labor – Second Year of Contract (First of Two Renewable Years)
Johnson’s Carpet One	\$8,757.50	Facilities (DU/DR)	QUOTE #4382 – Flooring Installation Labor – Second Year of Contract (First of Two Renewable Years)
Hunt Electric Corporation	\$6,185.40	Facilities (DU)	QUOTE #4383 – Annual Service & Maintenance of Emergency Generators – Second Year of Contract (First of Two Renewable Years)
TK Elevator Corporation	\$49,082.03	Facilities (DU/DR)	BID #1313 – District-Wide Elevator Inspection and Services – Second Year of Contract (First of Two Renewable Years)
The Jamar Company	\$18,721.97	Facilities (DU/DR)	QUOTE #4372 – District-Wide Refrigeration Repair Services – Third Year of Contract (Second of Two Renewable Years)

The Jamar Company	\$63,915.80	Facilities (DU/DR)	QUOTE #1314 Plumbing Labor – Second Year of Contract (First of Two Renewable Years)
Viele Contracting Inc.	\$47,009.97	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Homecroft, Lakewood, Lowell, OEMS, Rockridge – Third Year of Contract (Second of Two Renewable Years)
Waste Management	\$121,504.64	Facilities (DU)	BID #1301 – District-Wide Refuse Removal and Recycling Services – Third Year of Contract (Second of Two Renewable Years)
Per Mar Security Services	\$4,132.53	Facilities (DU)	QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Fourth Year of Contract (Third of Four Renewable Years)
Johnson Controls	\$31,366.30	Facilities (DU/DR)	BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services – Third Year of Contract (Second of Two Renewable Years)
A.W. Kuettel & Sons, Inc.	\$51,441.91	Facilities (DU/DR)	BID #1312 – Roofing Labor – Second Year of Contract (First of Two Renewable Years)
Northland Fire & Safety, Inc.	\$2,976.98	Facilities (DR)	QUOTE #4373 – District-Wide Annual Fire Extinguisher Service – Third Year of Contract (Second of Two Renewable Years)
Donald Holm Construction Co., Inc.	\$41,587.40	Facilities (DU/DR)	BID #1297 – District-Wide Annual Carpentry Labor – Third Year of Contract (Second of Two Renewable Years)
Pan-O-Gold Baking Co.	TBD	Child Nutrition (DR)	2024-2025 bread services
Goodguys Motor Co.	\$40,660.05*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$41,729.87*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$40,660.05*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$40,778.68*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$43,984.93*	Transportation (DR)	2013 Chevy Express Van
Terch and Associates Consulting LLC	TBD	Human Resources (DU)	Human Resources consulting services (\$195/hour for all time spent working on District's behalf)

Clara Hamilton	\$1,000.00*	ECSE (DR)	Artist presentation
University of Minnesota Duluth	\$8,308.80*	Special Services (DU)	Audiological testing for students
Thomas Howes	\$6,200.00*	Am. Indian Education (DR)	Ojibwe lacrosse supplies
Wolf Ridge Environmental Learning Center	\$21,720.00*	Lester Park ES (DU)	Field trip 4/3/24 - 4/5/24
Wolf Ridge Environmental Learning Center	\$9,050.00	Stowe ES (DU)	Field trip 9/25/24 – 9/27/24

April 1, 2024

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

**RE: BID #1302 – Annual Snow Plowing Services –DSC, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES – Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. Beier:

A fully executed copy of the Agreement between A+ Contractors and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **June 1, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## SNOW PLOWING SERVICES

### BID #1302

Third Year of Contract (Second of Two Renewable Years)  
 for the period of July 1, 2024 through June 30, 2025 (FY25)  
 Independent School District No. 709



Contractor:	<b>A Plus Contractors</b>
Contact:	Jeremy Beier
Address:	6150 Old Miller Trunk Highway, Saginaw, Minnesota 55779
Phone Number:	218-428-3050
Correspondence Email Address:	jeremy@aplusduluth.com
Emergency Contact & Phone Number:	Nick Chinello 218-390-4488

### SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
<b>Central, 800 East Central Entrance</b>	<b>\$534.91</b>	<b>\$807.94</b>	<b>\$1,097.69</b>
<b>Congdon Park, 3116 East Superior Street</b>	<b>\$495.91</b>	<b>\$741.08</b>	<b>\$919.38</b>
<b>East HS, 301 North 40th Avenue East</b>	<b>\$919.38</b>	<b>\$1,267.08</b>	<b>\$1,838.76</b>
<b>Lester Park, 5300 Glenwood Avenue</b>	<b>\$585.06</b>	<b>\$1,114.40</b>	<b>\$1,671.60</b>
<b>Myers-Wilkins, 1027 North 8th Avenue East</b>	<b>\$668.64</b>	<b>\$1,058.68</b>	<b>\$1,448.72</b>
<b>Piedmont, 2827 Chambersburg Avenue</b>	<b>\$501.48</b>	<b>\$752.22</b>	<b>\$1,002.96</b>
<b>TOTALS PER SNOW FALL</b>	<b>\$3,705.39</b>	<b>\$5,741.40</b>	<b>\$7,979.12</b>

Total Annual Amount (16/2/1): **\$78,748.17**

(8.1% increase over FY23 contract, 3.09% increase over FY24)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2024/2025 Contract _____	DocuSigned by:  356A8BDDCA... DocuSigned by: signature _____ date 4/1/2024
ISD 709, Simone Zunich _____	DocuSigned by:  9B4802F14B1A4BB... DocuSigned by: signature _____ date 3/14/2024
CFO/Executive Director of Business Services	

<b>\$518.88</b>	<b>\$783.73</b>	<b>\$1,064.79</b>
<b>\$481.05</b>	<b>\$718.87</b>	<b>\$891.83</b>
<b>\$891.83</b>	<b>\$1,229.10</b>	<b>\$1,783.65</b>
<b>\$567.53</b>	<b>\$1,081.00</b>	<b>\$1,621.50</b>
<b>\$648.60</b>	<b>\$1,026.95</b>	<b>\$1,405.30</b>
<b>\$486.45</b>	<b>\$729.68</b>	<b>\$972.90</b>

<b>\$3,594.33</b>	<b>\$5,569.31</b>	<b>\$7,739.96</b>
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**\$76,387.78**

<b>\$480.00</b>	<b>\$725.00</b>	<b>\$985.00</b>
<b>\$445.00</b>	<b>\$665.00</b>	<b>\$825.00</b>
<b>\$825.00</b>	<b>\$1,137.00</b>	<b>\$1,650.00</b>
<b>\$525.00</b>	<b>\$1,000.00</b>	<b>\$1,500.00</b>
<b>\$600.00</b>	<b>\$950.00</b>	<b>\$1,300.00</b>
<b>\$450.00</b>	<b>\$675.00</b>	<b>\$900.00</b>

<b>\$3,325.00</b>	<b>\$5,152.00</b>	<b>\$7,160.00</b>
-------------------	-------------------	-------------------

**\$70,664.00**

April 1, 2024

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

**RE: BID #1311-1 Bricklayer Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Greske:

A fully executed copy of the Agreement between Stretar Masonry & Concrete, Inc. and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on October 1, 2023.

This letter serves as your written Authorization to Proceed effective July 1, 2024.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025).

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## BRICKLAYER LABOR

### Bid #1311-1

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

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

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
FOREMAN	\$124.00	<b>\$127.83</b>	
JOURNEYMAN	\$115.00	<b>\$118.55</b>	
APPRENTICE	\$98.00	<b>\$101.03</b>	


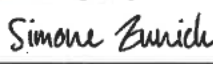
### OVERTIME HOURLY RATE

FOREMAN	\$161.00	<b>\$165.97</b>	
JOURNEYMAN	\$150.00	<b>\$154.64</b>	
APPRENTICE	\$115.00	<b>\$118.55</b>	

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

*(3.09% increase over FY24 contract)*

*Estimated Annual Amount of Bid    \$69,482.66*

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 368 350 000
Acceptance of 2024/2025 Contract: _____	DocuSigned by:  signature	4/1/2024 date
ISD 709, Simone Zurich: _____	DocuSigned by:  signature	3/14/2024 date
CFO/Executive Director of Business Service: _____		

March 29, 2024

Quality Lawn Care  
Attn: Paul Morinville  
9123 Beaudry St  
Duluth, MN 55808

**RE: BID #1298 District-Wide Lawn Care Services – Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. Morinville:

A fully executed copy of the Agreement between Quality Lawn Care and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **May 11, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

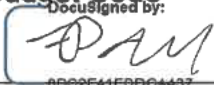
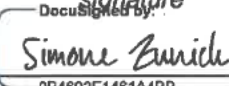
## LAWN CARE SERVICES - BID #1298

Third Year of Contract (Second of Two Renewable Years)  
for the period of May 7, 2024 through September 16, 2024  
Independent School District No. 709

Contractor:	<b>Quality Lawn Care</b>
Contact:	Paul Morinville
Address:	9123 Beaudry Street, Duluth, Minnesota 55808
Phone:	218-340-9287
Email Address:	morinvillepaul@yahoo.com
Emergency Contact Phone Number:	218-340-9287

		2022	2023	2024
		First Year	Second Year	Third Year
1	Congdon Park Elementary School	\$95.00	\$102.70	<b>\$105.87</b>
2	Denfeld High School	\$170.00	\$183.77	<b>\$189.45</b>
3	East High School	\$185.00	\$199.99	<b>\$206.16</b>
4	Homecroft Elementary School	\$95.00	\$129.72	<b>\$133.73</b>
5	Lakewood Elementary School	\$120.00	\$129.72	<b>\$133.73</b>
6	Laura MacArthur Elementary School	\$120.00	\$129.72	<b>\$133.73</b>
7	Lester Park Elementary School	\$75.00	\$81.08	<b>\$83.58</b>
8	Lincoln Park Middle School	\$370.00	\$399.97	<b>\$412.33</b>
9	Lowell Elementary School	\$90.00	\$97.29	<b>\$100.30</b>
10	Myers-Wilkins Elementary School	\$260.00	\$281.06	<b>\$289.74</b>
11	Ordean East Middle School	\$300.00	\$324.30	<b>\$334.32</b>
12	Piedmont Elementary School	\$95.00	\$102.70	<b>\$105.87</b>
13	Rockridge Academy	\$95.00	\$102.70	<b>\$105.87</b>
14	Stowe Elementary School	\$120.00	\$129.72	<b>\$133.73</b>
15	Transportation Center	\$34.00	\$36.75	<b>\$37.89</b>
	District Service Center (Central)	\$345.00	\$372.95	<b>\$384.47</b>
		<b>\$48,811.00</b>	<b>\$53,278.17</b>	<b>\$54,924.46</b>

(8.1% increase over 2022 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Code 01 E LOC 810 000 350 000	
Acceptance of 2024 Contract	<div style="text-align: center;">   <small>DocuSigned by:</small>  <small>8802E41F8DD6A437...</small>                      signature                 </div>	3/29/2024 <small>date</small>
ISD 709, Simone Zunich CFO/Executive Director of Business Service:	<div style="text-align: center;">   <small>DocuSigned by:</small>  <small>9B4602F1461A4BB...</small>                      signature                 </div>	3/14/2024 <small>date</small>

March 29, 2024

Regional Contracting & Painting  
Attn: Rick Impola  
PO Box 16661  
Duluth, MN 55816

**RE: Bid #1315 Painting Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Impola:

A fully executed copy of the Agreement between Regional Contracting & Painting and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **June 24, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT PAINTING LABOR

Bid #1315

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor:	<b>Regional Contracting &amp; Painting</b>		
Contact:	Rick Impola		
Address:	PO Box 16153, Duluth, Minnesota 55816		
Phone:	218-428-3572	fax 218-729-6215	
Correspondence Email Address	<a href="mailto:rimpola@regionalcp.com">rimpola@regionalcp.com</a>		
Emergency Contact & Phone Number	Rick Impola 218-428-3572		

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Painter Foreman	\$84.80	<b>\$87.42</b>	
Painter Apprentice	\$54.83	<b>\$56.52</b>	
Drywall Taper Journeyman	\$82.80	<b>\$85.36</b>	
Drywall Taper Apprentice	\$54.83	<b>\$56.52</b>	
Plasterers Journeyman	\$82.80	<b>\$85.36</b>	

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

**OVERTIME HOURLY RATE**

Painter Foreman	\$100.91	<b>\$104.03</b>	
Painter Apprentice	\$74.29	<b>\$76.59</b>	
Drywall Taper Journeyman	\$98.06	<b>\$101.09</b>	
Drywall Taper Apprentice	\$74.29	<b>\$76.59</b>	
Plasterers Journeyman	\$98.06	<b>\$101.09</b>	

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

*Estimated Annual Amount of Bid    \$37,118.59*

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 379/384 350 000
Acceptance of 2024/2025 Contract _____	DocuSigned by: <i>Rick Impola</i>	3/29/2024
	<small>518E310F726A46D...</small> signature	date
ISD 709, Simone Zunich CFO/Executive Director of Business Service: _____	DocuSigned by: <i>Simone Zunich</i>	3/14/2024
	<small>9B4002F1401A48B...</small> signature	date

March 29, 2024

Blotti Contracting  
Attn: John Blotti  
9426 Grand Ave  
Duluth, MN 55808

**RE: BID #1302 – Annual Snow Plowing Services - Denfeld HS, Laura MacArthur ES,  
Lincoln Park MS, Stowe ES – Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. Blotti:

A fully executed copy of the Agreement between Blotti Contracting and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **November 9, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## SNOW PLOWING SERVICES

### BID #1302

Third Year of Contract (Second of Two Renewable Years)  
 for the period of July 1, 2024 through June 30, 2025 (FY25)  
 Independent School District No. 709


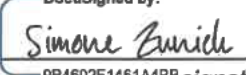
Contractor:	<b>Blotti Contracting</b>
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone Number:	218-727-7686
Correspondence Email Address:	blotticontracting@gmail.com
Emergency Contact & Phone Number:	218-428-4208

### SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
<b>Denfeld HS, 401 North 44th Avenue West</b>	<b>\$557.20</b>	<b>\$891.52</b>	<b>\$1,249.45</b>
<b>Laura MacArthur, 720 North Central Avenue</b>	<b>\$333.21</b>	<b>\$557.20</b>	<b>\$780.91</b>
<b>Lincoln Park MS, 3215 West 3rd Street</b>	<b>\$540.49</b>	<b>\$835.80</b>	<b>\$1,145.33</b>
<b>Stowe, 715 - 101st Avenue West</b>	<b>\$334.32</b>	<b>\$635.21</b>	<b>\$832.97</b>
<b>Transportation, 3200 West Superior Street</b>	<b>\$278.60</b>	<b>\$356.61</b>	<b>\$468.54</b>
<b>TOTALS PER SNOW FALL</b>	<b>\$2,043.81</b>	<b>\$3,276.34</b>	<b>\$4,477.20</b>

Total Annual Amount (16/2/1): **\$43,730.93**

(8.1% increase over FY23 contract, 3.09% increase over FY24)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2024/2025 Contract _____	DocuSigned by:  09A7433639394D9... signature
ISD 709, Simone Zurich	3/28/2024 date
CFO/Executive Director of Business Services _____	DocuSigned by:  9B4602F1461A4BB... signature
	3/20/2024 date

# AMENDMENT TO THE CONTRACT

1. This amendment, dated Oct. 24, 2023 amends as follows:  
Due to the sale of district owned property at 3200 W. Superior Street, Duluth, MN. Transportation, as listed in the original contract will be omitted.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Amended by: Cathy Holman, Purchasing Coordinator

ISD 709 REPRESENTATIVE:

By: Bryan J. Brown

Printed Name: Bryan J Brown

Title: Facilities Manager ISD 709

Dated: 10/24/2023

BLOTTI CONTRACTING

By: [Signature]

Printed Name: John blotti

Title: Owner

Dated: 11-6-23

March 27, 2024

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

**RE: Quote #4382 Flooring Installation Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Severin:

A fully executed copy of the Agreement between Johnson's Carpet One. and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **May 15, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## FLOORING INSTALLATION LABOR

Quote #4382

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

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

HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
REGULAR HOURLY RATE	\$84.95	<b>\$87.57</b>	
OVERTIME HOURLY RATE	\$110.80	<b>\$114.22</b>	

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

*(3.09% increase over FY24 contract)*

*Estimated Annual Amount of Quote      \$8,757.50*

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 379 350 000
Acceptance of 2024/2025 Contract _____	DocuSigned by: <i>Kyle Severin</i> <small>310656C8075A422...</small>	3/27/2024
	<i>signature</i>	date
ISD 709, Simone Zunich _____	DocuSigned by: <i>Simone Zunich</i> <small>9B4692F4461A488...</small>	3/14/2024
CFO/Executive Director of Business Service:	<i>signature</i>	date

March 27, 2024

Hunt Electric Corporation  
Attn: Rick Johnson  
4330 West 1st Street, Suite B  
Duluth, MN 55718

**RE: Quote #4383 Annual Service & Maintenance of Emergency Generators - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Johnson:

A fully executed copy of the Agreement between Hunt Electric Corporation. and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS - QUOTE #4383

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor:	<b>Hunt Electric Corporation</b>
Contact:	Rick Johnson
Address:	4330 West 1st Street, Suite B Duluth, MN 55807
Phone:	218-348-0863
Correspondance Email Address	<a href="mailto:rjohnson@huntelec.com">rjohnson@huntelec.com</a>
Emergency Contact & Phone Number	Rick Johnson 218-348-0863

CALL OUT HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Normal Working Hours	\$125.00	<b>\$128.86</b>	
After Normal Working Hours	\$187.00	<b>\$192.78</b>	
Holiday Working Hours	\$249.00	<b>\$256.69</b>	

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

### ANNUAL SERVICE COST PER BUILDING

1	Congdon Park	\$400.00	<b>\$412.36</b>	
2	Denfeld HS	\$400.00	<b>\$412.36</b>	
3	East HS	\$400.00	<b>\$412.36</b>	
4	DSC	\$400.00	<b>\$412.36</b>	
5	Homecroft	\$400.00	<b>\$412.36</b>	
6	Lakewood	\$400.00	<b>\$412.36</b>	
7	Laura MacArthur	\$400.00	<b>\$412.36</b>	
8	Lester Park	\$400.00	<b>\$412.36</b>	
9	Lincoln Park MS	\$400.00	<b>\$412.36</b>	
10	Lowell	\$400.00	<b>\$412.36</b>	
11	Myers-Wilkins	\$400.00	<b>\$412.36</b>	
12	Ordean East MS	\$400.00	<b>\$412.36</b>	
13	Piedmont	\$400.00	<b>\$412.36</b>	
14	Rockridge	\$400.00	<b>\$412.36</b>	
15	Stowe	\$400.00	<b>\$412.36</b>	
	<i>Total</i>	\$6,000.00	<b>\$6,185.40</b>	

(3.09% increase over FY24 contract)

*Estimated Annual Amount of Quote*      \$6,185.40

Insurance Received <input checked="" type="checkbox"/>	Budget Code	01 E 015 810 000 350 000
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Rick Johnson</i> BB38D93CE5C457 signature	3/27/2024 date
ISD 709, Simone Zunich CFO/Executive Director of Business Services:	DocuSigned by: <i>Simone Zunich</i> 5B4802F7467A48B... signature	3/14/2024 date

March 27, 2024

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

**RE: Bid #1313 District-Wide Elevator Inspection and Services - Second Year of Contract  
(First of Two Renewable Years)**

Dear Mr. Anderson:

A fully executed copy of the Agreement between TK Elevator Corporation and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **October 1, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## ELEVATOR SERVICE - Bid #1313

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor: <b>TK Elevator Corporation</b>	
Contact:	Bekki Tovar
Address:	4511 West First Street, Suite 2, Duluth, Minnesota 55807
Phone:	218-415-1872
Correspondance Email Address	bekki.tovar@tkelevator.com
Emergency Contact & Phone Number	Central Region Dispatch 800-759-3538

REGULAR HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$208.00	\$214.43	
Mechanic	\$175.00	\$180.41	
Apprentice 4th Year	\$148.00	\$152.57	
Apprentice 3rd Year	\$129.50	\$133.50	
Apprentice 2nd Year	\$120.25	\$123.97	
Apprentice 1st Year	\$101.75	\$104.89	
Probation Apprentice	\$92.50	\$95.36	
Helper	\$148.00	\$152.57	

OVERTIME HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$353.81	\$364.74	
Mechanic	\$297.50	\$306.69	
Apprentice 4th Year	\$251.60	\$259.37	
Apprentice 3rd Year	\$220.15	\$226.95	
Apprentice 2nd Year	\$204.43	\$210.75	
Apprentice 1st Year	\$172.98	\$178.33	
Probation Apprentice	\$157.25	\$162.11	
Helper	\$251.60	\$259.37	

HOLIDAY HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$416.25	\$429.11	
Mechanic	\$350.00	\$360.82	
Apprentice 4th Year	\$296.00	\$305.15	
Apprentice 3rd Year	\$259.00	\$267.00	
Apprentice 2nd Year	\$240.50	\$247.93	
Apprentice 1st Year	\$203.50	\$209.79	
Probation Apprentice	\$185.00	\$190.72	
Helper	\$196.00	\$202.06	

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

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

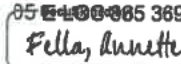

**SERVICE COST PER BUILDING**

1	Congdon Park ES	\$600.00	\$618.54	
2	Congdon Park ES Lift	\$600.00	\$618.54	
3	Denfeld HS	\$600.00	\$618.54	
4	Denfeld HS	\$600.00	\$618.54	
5	DSC		\$618.54	
6	East HS	\$600.00	\$618.54	
7	Homecroft ES	\$600.00	\$618.54	
8	Laura MacArthur ES	\$600.00	\$618.54	
8a	Laura MacArthur ES	\$600.00	\$618.54	
9	Lester Park ES	\$600.00	\$618.54	
10	Lincoln Park MS	\$600.00	\$618.54	
11	Myer-Wilkins ES	\$600.00	\$618.54	
12	Ordean East MS - South	\$600.00	\$618.54	
13	Ordean East MS - North	\$600.00	\$618.54	
14	Piedmont ES	\$600.00	\$618.54	

Total Amount      \$8,400.00      9,278.10

(3.09% increase over FY24 contract and 5.1%)

Estimated Annual Amount Bid      \$49,082.03

Insurance Received _____	Budget Codes 01 E LOC 810 000 350 000	05 E LOC 005 369 350 000
Acceptance of 2024/2025 Contract	 Fella Annette 3/26/2024	date
ISD 709, Simone Zunich	 Simone Zunich 3/14/2024	date
CFO/Executive Director of Business Services	034802F1407000... signature	date

March 27, 2024

The Jamar Company  
Attn: Andrew Bronson  
4701 Mike Colalillo Drive  
Duluth, MN 55807

**RE: QUOTE #4372 – District Wide Refrigeration Repair Services – Third Year of Contract  
(Second of Two Renewable Years)**

Dear Mr. Bronson:

A fully executed copy of the Agreement between The Jamar Company and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired **December 31, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## REFRIGERATION REPAIR SERVICES

QUOTE #4372

Third Year of Contract (Second of Two Renewable Years)  
 for the period of July 1, 2024 through June 30, 2025 (FY25)  
 Independent School District No. 709

Contractor:	<b>The Jamar Company</b>
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807
Phone Number:	218-628-1027
Fax Number:	218-628-1174
Correspondence Email Address:	mark.swanson@jamarcompany.us
Emergency Contact & Phone Number:	Mark Swanson 218-628-3624

HOURLY RATES	FY23	FY24	FY25
	First Year	Second Year	Third Year
Regular Hourly Rates	\$84.00	\$90.80	\$93.61
Overtime Hourly Rates	\$126.00	\$136.21	\$140.41
Holiday Hourly Rates	\$168.00	\$181.61	\$187.22

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

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote      \$18,721.97

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 369 350 000
Acceptance of 2024/2025 Contract	<i>Andrew Bronson</i> <small>DocuSigned by: 7C2CAE21768844C</small>	3/27/2024
	<i>signature</i>	date
ISD 709, Simone Zunich	<i>Simone Zunich</i> <small>DocuSigned by: 9B4602F1461A4BB...</small>	3/14/2024
CFO/Executive Director of Business Servi	<i>signature</i>	date

March 27, 2024

The Jamar Company  
Attn: Andrew Bronson  
4701 Mike Colalillo Drive  
Duluth, MN 55807

**RE: Bid #1314 Plumbing Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Bronson:

A fully executed copy of the Agreement between The Jamar Company and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **December 31, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## PLUMBING LABOR - Bid #1314

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor:	<b>The Jamar Company</b>		
Contact:	Mark Swanson		
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807		
Phone:	218-628-6027	fax 218-628-1174	
Correspondance Email Address	service@jamarcompany.us		
Emergency Contact & Phone Number	Mark Swanson 218-628-3624		

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Plumber Foreman	\$140.00	<b>\$144.33</b>	
Plumber Journeyman	\$93.50	<b>\$96.39</b>	
Plumber Apprentice (70%)	\$76.50	<b>\$78.86</b>	
Sheet Metal Foreman	\$140.00	<b>\$144.33</b>	
Sheet Metal Journeyman (2 year)	\$93.50	<b>\$96.39</b>	
Sheet Metal Apprentice (70%)	\$76.50	<b>\$78.86</b>	
Insulator Foreman	\$140.00	<b>\$144.33</b>	
Insulator Journeyman (2 year)	\$93.50	<b>\$96.39</b>	
Insulator Apprentice (70%)	\$76.50	<b>\$78.86</b>	

OVERTIME HOURLY RATE (time and a half)			
Plumber Foreman	\$210.00	<b>\$216.49</b>	
Plumber Journeyman	\$140.25	<b>\$144.58</b>	
Plumber Apprentice (70%)	\$114.75	<b>\$118.30</b>	
Sheet Metal Foreman	\$210.00	<b>\$216.49</b>	
Sheet Metal Journeyman (2 year)	\$140.25	<b>\$144.58</b>	
Sheet Metal Apprentice (70%)	\$114.75	<b>\$118.30</b>	
Insulator Foreman	\$210.00	<b>\$216.49</b>	
Insulator Journeyman (2 year)	\$140.25	<b>\$144.58</b>	
Insulator Apprentice (70%)	\$114.75	<b>\$118.30</b>	

OVERTIME HOURLY RATE (double time)			
Plumber Foreman	\$280.00	<b>\$288.65</b>	
Plumber Journeyman	\$187.00	<b>\$192.78</b>	
Plumber Apprentice (70%)	\$153.00	<b>\$157.73</b>	
Sheet Metal Foreman	\$280.00	<b>\$288.65</b>	
Sheet Metal Journeyman (2 year)	\$187.00	<b>\$192.78</b>	
Sheet Metal Apprentice (70%)	\$153.00	<b>\$157.73</b>	
Insulator Foreman	\$280.00	<b>\$288.65</b>	
Insulator Journeyman (2 year)	\$187.00	<b>\$192.78</b>	
Insulator Apprentice (70%)	\$153.00	<b>\$157.73</b>	

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

(3.09% increase over FY24 contract)

*Estimated Annual Amount of Bid*    \$63,915.80

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 381 350 000
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Andrew Bronson</i> 708C4FE1760644C...	3/27/2024 signature date
ISD 709, Simone Zurich CFO/Executive Director of Business Services	DocuSigned by: <i>Simone Zurich</i> 084802F1461A4B1E...	3/14/2024 signature date

March 22, 2024

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

**RE: BID #1302 – Annual Snow Plowing Services - Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy – Third Year of Contract (Second of Two Renewable Years)**

Dear Ms. Govze:

A fully executed copy of the Agreement between Viele Contracting Inc. and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **October 19, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb





March 21, 2024

Waste Management  
Attn: Shante Soto  
3101 West Superior Street  
Duluth, MN 55806

**RE: BID #1301 – District Wide Refuse Removal and Recycling Services – Third Year of Contract (Second of Two Renewable Years)**

Dear Ms. Soto:


A fully executed copy of the Agreement between Waste Management and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on January 1, 2024.

This letter serves as your written Authorization to Proceed effective July 1, 2024.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## REFUSE REMOVAL AND RECYCLING SERVICES - BID #1301

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor:	<b>Waste Management</b>
Contact:	Shante Soto
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	612-453-1582
Correspondence Email Address:	ssoto1@wm.com
Emergency Contact & Phone Number:	Shante Soto

Building	container quantity	per wk/year	FY23 First Year	FY24 Second Year	FY25 Third Year
Congdon Park	1/6 yd	3/40	\$42.81	\$46.28	\$47.71
Denfeld HS	1/6 yd	2/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Denfeld HS	1/8 yd	3/40	\$57.10	\$61.73	\$63.63
PS Stadium	1/6 yd	1/40	\$42.81	\$46.28	\$47.71
District Service Center	1/6 yd	1/52		\$46.28	\$47.71
East HS	2/6 yd	3/40	\$42.81	\$46.28	\$47.71
Stadium	1/6 yd	1/40	\$42.81	\$46.28	\$47.71
Stadium	29/96 g	1/4	\$259.20	\$280.20	\$288.85
Facilities (Print Shop)	1/6 yd	1/52	\$42.81	\$46.28	\$47.71
Homecroft	2/6 yd	1/40	\$42.81	\$46.28	\$47.71
Lakewood	2/6 yd	1/40	\$42.81	\$46.28	\$47.71
Laura MacArthur	1/6 yd	2/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Lester Park	1/6 yd	2/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Lincoln Park MS	2/6 yd	2/40	\$42.81	\$46.28	\$47.71
Lowell	1/6 yd	5/40	\$42.81	\$46.28	\$47.71
Myers-Wilkins	1/6 yd	5/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Ordean East MS	1/6 yd	3/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Piedmont	1/6 yd	2/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Rockridge	1/6 yd	1/40	\$42.81	\$46.28	\$47.71
Stowe	2/6 yd	1/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	1/12	\$42.81	\$46.28	\$47.71
Transportation	1/4 yd	1/52	\$28.53	\$30.84	\$31.79
<b>Total</b>			<b>\$94,136.16</b>	<b>\$101,761.19</b>	<b>\$104,905.61</b>

**RECYCLING SERVICES**

Cardboard per container	\$17.60	\$19.03	\$19.61
Paper per container	\$3.33	\$3.60	\$3.71
Confidential Recycling per bin	\$18.33	\$19.82	\$20.43
<b>Total</b>	<b>\$14,895.00</b>	<b>\$16,101.49</b>	<b>\$16,599.03</b>

(8.1% increase over FY23 Contract)

Estimated Annual Amount of Quote **\$121,504.64**

Insurance Received _____	Budget Code	01 E LOC 805 000 330 000
Acceptance of 2024/2025 Contract _____	DocuSigned by: <i>Shante Soto</i>	3/20/2024 date
ISD 709, Simone Zunich CFO/Executive Director of Business Services _____	DocuSigned by: <i>Simone Zunich</i>	3/14/2024 date

Mar 18, 2024

Per Mar Security Services  
Attn: David Corder & Ronda Meyer  
4210 Airpark Blvd.  
Duluth, MN 55811

**RE: QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Fourth Year of Contract (Third of Four Renewable Years)**

Dear Mr. Corder & Ms. Meyer:

A fully executed copy of the Agreement between Per Mar Security Services and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written Authorization to Proceed effective July 1, 2024.

Also, a reminder that your current Certificate of Insurance on file expires March 1, 2025 and the Contractor's Affidavit is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4358

Fourth Year of Contract (Third of Four Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

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

HOURLY RATE	FY22 1st Year	FY23 2nd Year	FY24 3rd Year	FY25 4th Year	FY26 5th Year
REGULAR Hourly Rate	\$105.00	\$110.36	\$119.29	\$122.98	
OVERTIME Hourly Rate	\$157.50	\$165.53	\$178.94	\$184.47	
HOLIDAY Hourly Rate	\$157.50	\$165.53	\$178.94	\$184.47	

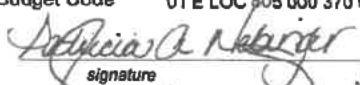
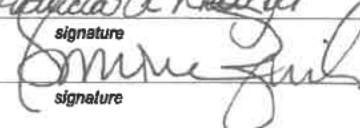
**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

**MONTHLY MONITORING COST PER BUILDING** (15 months) (12 months) (12 months) (12 months) (12 months)

1	Congdon Park Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	
2	Denfeld High School	\$200.00	\$210.20	\$227.23	\$234.25	
3	East High School	\$200.00	\$210.20	\$227.23	\$234.25	
4	Laura MacArthur Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	
5	Lester Park Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	
6	Lincoln Park Middle School	\$207.00	\$217.56	\$235.18	\$242.45	
7	Myers-Wilkins Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	
8	Ordean East Middle School	\$207.00	\$217.56	\$235.18	\$242.45	
9	Piedmont Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	
10	Rockridge Academy	\$196.39	\$206.41	\$223.12	\$230.02	
44	Central High School (closed)	<del>\$250.12</del>	<del>\$272.34</del>	building demolished		
12	Garfield Avenue Building (Utility)	\$188.57	\$198.19	\$214.24	\$220.86	
43	Hesterie old Central High School	<del>\$107.88</del>	building sold			
14	Homecroft Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	
15	Lakewood Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	
16	Lowell Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	
17	STC Main Campus (closed)	\$107.68	\$113.17	\$122.34	\$126.12	
18	Facilities Management STC Upper Campus	\$92.07	\$96.77	\$104.60	\$107.84	
19	Stowe Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	
20	Transportation Center	\$179.54	\$188.70	\$203.98	\$210.28	
	New Transportation Building at DSC			\$110.67	\$114.09	
	New District Service Center Admin Building			\$110.67	\$114.09	
<b>Total Monthly Amount</b>		<b>\$3,745.25</b>	<b>\$3,822.88</b>	<b>\$4,132.53</b>	<b>\$4,260.22</b>	

(5.1% increase over FY22 contract, 8.1% increase over FY23 contract, 3.09% increase over FY24 contract)

Total Annual Amount of Quote #####

Insurance Received <input checked="" type="checkbox"/>	Budget Code 01 E LOC 005 000 370 000	
Acceptance of 2024/2025 Contract	 signature	3/14/2024 date
ISD 709, Simone Zurich CFO/Executive Director of Business Services	 signature	3/15/24 date

March 18, 2024

Johnson Controls  
Attn: Ben LaLone  
4627 Airpark Boulevard  
Duluth, MN 55811

**RE: BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services –  
Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. LaLone:

A fully executed copy of the Agreement between Johnson Controls and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **October 1, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## CHILLER INSPECTION AND MAINTENANCE SERVICES

**Bid #1299**

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor:	<b>Johnson Controls</b>		
Contact:	Ben Lalone		
Address:	4627 Airpark Boulevard, Duluth, MN 55811		
Phone:	218-725-6762	Fax:	218-727-7945
Correspondence Email Address	ben.lalone@jci.com		
Emergency Contact & Phone Number	866-211-3536		

CALL OUT HOURLY RATE	FY23 <i>First Year</i>	FY24 <i>Second Year</i>	FY25 <i>Third Year</i>
NORMAL WORKING HOURS	\$169.00	\$182.69	<b>\$188.33</b>
AFTER NORMAL WORKING HOURS	\$253.50	\$274.03	<b>\$282.50</b>
SUNDAY & HOLIDAY WORKING HOURS	\$338.00	\$365.38	<b>\$376.67</b>

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

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

**ANNUAL INSPECTIONS COST PER BUILDING**

1	Congdon Park Elementary School	2	\$2,232.00	\$2,412.79	<b>\$2,487.35</b>
2	Denfeld High School	4	\$4,464.00	\$4,825.58	<b>\$4,974.69</b>
3	East High School	3	\$3,348.00	\$3,619.19	<b>\$3,731.02</b>
4	Homecroft Elementary School	1	\$1,116.00	\$1,206.40	<b>\$1,243.67</b>
5	Lakewood Elementary School	1	\$1,116.00	\$1,206.40	<b>\$1,243.67</b>
6	Laura MacArthur Elementary School	2	\$2,232.00	\$2,412.79	<b>\$2,487.35</b>
7	Lester Park Elementary School	2	\$2,232.00	\$2,412.79	<b>\$2,487.35</b>
8	Lincoln Park Middle School	2	\$2,232.00	\$2,412.79	<b>\$2,487.35</b>
9	Lowell Elementary School	2	\$2,232.00	\$2,412.79	<b>\$2,487.35</b>
10	Myers-Wilkins Elementary School	2	\$2,232.00	\$2,412.79	<b>\$2,487.35</b>
11	Ordean East Middle School	2	\$2,232.00	\$2,412.79	<b>\$2,487.35</b>
12	Piedmont Elementary School	2	\$2,232.00	\$2,412.79	<b>\$2,487.35</b>
13	Stowe Elementary School	1	\$1,116.00	\$1,206.40	<b>\$1,243.67</b>
Total Amount			\$29,016.00	\$31,366.30	<b>\$32,335.51</b>

**NOTE: SERVICE SHALL BE COMPLETED AS STATED IN DOCUMENTS**

(8.1% increase over FY23 contract, 3.09% increase over FY24 contract)

Insurance Received _____	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 380 350 000	
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Ben Lalone</i>	3/14/2024
ISD 709, Simone Zunich	DocuSigned by: <i>Simone Zunich</i>	3/14/2024

March 18, 2024

A.W. Kuettel & Sons, Inc  
Attn: Adam Kuettel  
3930 Airpark Boulevard  
Duluth, MN 55811

**RE: Bid #1312 Roofing Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Kuettel:

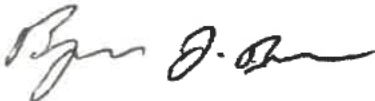
A fully executed copy of the Agreement between A.W. Kuettel & Sons, Inc and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **March 31, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## ROOFING LABOR

Bid #1312

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor:	<b>A.W. Kuettel &amp; Sons, Inc.</b>
Contact:	Adam Kuettel
Address:	3930 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-722-3901 fax 218-722-6113
Correspondance Email Address	akuettel@awkuettel.com
Emergency Contact & Phone Number	Adam Kuettel 218-590-6854

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Roofing Foreman	\$98.00	<b>\$101.03</b>	
Roofing Journeyman	\$90.00	<b>\$92.78</b>	
Roofing Apprentice	\$60.00	<b>\$61.85</b>	
Roofing Laborer	\$50.00	<b>\$51.55</b>	
Crane/Operator Rate	\$155.00	<b>\$159.79</b>	
Sheet Metal Foreman	\$102.00	<b>\$105.15</b>	
Sheet Metal Journeyman	\$95.00	<b>\$97.94</b>	
Sheet Metal Apprentice	\$50.00	<b>\$51.55</b>	

OVERTIME HOURLY RATE	FY24	FY25	FY26
Roofing Foreman	\$112.00	<b>\$115.46</b>	
Roofing Journeyman	\$105.00	<b>\$108.24</b>	
Roofing Apprentice	\$85.00	<b>\$87.63</b>	
Roofing Laborer	\$80.00	<b>\$82.47</b>	
Crane/Operator Rate	\$225.00	<b>\$231.95</b>	
Sheet Metal Foreman	\$118.00	<b>\$121.65</b>	
Sheet Metal Journeyman	\$114.00	<b>\$117.52</b>	
Sheet Metal Apprentice	\$100.00	<b>\$103.09</b>	

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

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

*Estimated Annual Amount of Quote    \$51,441.91*

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 383 350 000
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Adam Kuettel</i> signature	3/13/2024 date
ISD 709, Simone Zurich: CFO/Executive Director of Business Service	DocuSigned by: <i>Simone Zurich</i> signature	3/14/2024 date

March 18, 2024

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

**RE: Quote 4373 – District-Wide Annual Fire Extinguisher Service – Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. Wagemaker:

A fully executed copy of the Agreement between Northland Fire & Safety, Inc. and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **July 1, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

## CONTRACT FIRE EXTINGUISHER SERVICE

Quote #4373

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor: <b>Northland Fire &amp; Safety, Inc.</b>	
Contact: Mark Wagemaker	
Address: 2213 East 5th Street, Superior, Wisconsin 54880	
Phone: 715-398-6643	fax: 715-398-6647
Correspondence Email Address:	mwagemaker@northland.com
Emergency Contact & Phone Number:	Mark Wagemaker 218-428-4580

HOURLY RATE	FY23		FY24		FY25	
	First Year		Second Year		Third Year	
Annual Service and Tagging (per unit)		\$2.95		\$3.19		\$3.29
Recharging - Dry Chemical		\$8.78		\$9.49		\$9.78
Recharging - Halotron		\$8.78		\$9.49		\$9.78
Recharging - Co2		\$14.22		\$15.37		\$15.85
Recharging - K-Class		\$21.00		\$22.70		\$23.40
Hydrostatic Test - Dry Chemical		\$8.93		\$9.65		\$9.95
Hydrostatic Test - Halotron		\$8.93		\$9.65		\$9.95
Hydrostatic Test - Co2		\$21.15		\$22.86		\$23.57
Hydrostatic Test - K-Class		\$42.00		\$45.40		\$46.80
6 Year Maintenance - Dry Chemical		\$2.69		\$2.91		\$3.00
6 Year Maintenance - Halotron		\$2.69		\$2.91		\$3.00
5 Year Class K Hydrotest/Recharge		\$63.00		\$68.10		\$70.21
Dry Chemical Material Per Pound		\$1.26		\$1.36		\$1.40
Halotron Material Per Pound		\$53.00		\$57.29		\$59.06
Co2 Material Per Pound		\$2.04		\$2.21		\$2.27
K-Class Material Per Liter		\$22.00		\$23.78		\$24.52
Annual Service and Tagging (360)	\$2.95	\$1,062.00	\$3.19	\$1,148.02	\$3.29	\$1,183.50
Recharging - Dry Chemical (65)	\$8.78	\$570.70	\$9.49	\$616.93	\$9.78	\$635.99
Hydrostatic Test - Dry Chemical (10)	\$8.93	\$89.30	\$9.65	\$96.53	\$9.95	\$99.52
6 Year Maintenance - Dry Chemical (60)	\$2.69	\$161.40	\$2.91	\$174.47	\$3.00	\$179.86
5 Year K Class Hydrotest/Recharge (2)	\$63.00	\$126.00	\$68.10	\$136.21	\$70.21	\$140.41
Parts: Valve Stem/Gauge (10)	\$12.00	\$120.00	\$12.97	\$129.72	\$13.37	\$133.73
Seals/Collar/DOT Label/Pull Pin (70)	\$4.90	\$343.00	\$5.30	\$370.78	\$5.46	\$382.24
Hosse Strap & Clip/Valve Stem/Gauge (10)	\$11.50	\$115.00	\$12.43	\$124.32	\$12.82	\$128.16

(8.1% increase over FY23 contract, 3.09% increase over FY24 contract)  
Estimated Annual Amount of Quote                      \$2,587.40                      \$2,796.98                      \$2,883.41

Insurance Received <input checked="" type="checkbox"/>	Budget Code <u>05 E 005 865 363 350 000</u>
Acceptance of 2024/2025 Contract	DocuSigned by: <u>Mark Wagemaker</u> 3/13/2024 <small>430641F5E3A37F... DocuSigned by:</small>
ISD 709, Simone Zunich	DocuSigned by: <u>Simone Zunich</u> 3/14/2024 <small>58192720E48B...</small>
CFO/Executive Director of Business Services	DocuSigned by: _____                      date

March 18, 2024

Donald Holm Construction Co., Inc.  
Attn: Ryker Holm  
3211 West 3rd Street  
Duluth, MN 55806

**RE: BID #1297 – District-Wide Annual Carpentry Labor – Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. Holm:


A fully executed copy of the Agreement between Donald Holm Construction Co., Inc. and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project prior to its expiration on April 1, 2024.

This letter serves as your written Authorization to Proceed effective July 1, 2024.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025).

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

Sincerely,



Bryan Brown  
Manager of Facilities  
BB/kb

# CONTRACT

## CARPENTRY LABOR

Bid #1297

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2024 through June 30, 2025 (FY25)  
Independent School District No. 709

Contractor:	<b>Donald Holm Construction Co., Inc.</b>
Contact:	Ryker Holm
Address:	3211 West 3rd Street, Duluth, Minnesota 55806
Phone:	218-628-2257 fax 218-628-1858
Correspondence Email Address:	ryker@donaldholmconst.com
Emergency Contact & Phone Number:	Ryker Holm

REGULAR HOURLY RATE	FY23 First Year	FY24 Second Year	FY25 Third Year
CARPENTRY FOREMAN	\$82.21	\$88.87	\$91.62
CARPENTRY JOURNEYMAN	\$78.44	\$84.79	\$87.41
APPRENTICE - level 8 (97%)	\$76.96	\$83.19	\$85.76
APPRENTICE - level 7 (93%)	\$74.90	\$80.97	\$83.47
APPRENTICE - level 6 (88%)	\$72.36	\$78.22	\$80.64
APPRENTICE - level 5 (83%)	\$69.83	\$75.49	\$77.82
APPRENTICE - level 4 (78%)	\$67.30	\$72.75	\$75.00
APPRENTICE - level 3 (73%)	\$64.76	\$70.01	\$72.17
APPRENTICE - level 2 (68%)	\$62.23	\$67.27	\$69.35
APPRENTICE - level 1 (63%)	\$59.69	\$64.52	\$66.52
LABORER FOREMAN	\$70.10	\$75.78	\$78.12
SEMI-SKILLED LABERER	\$67.85	\$73.35	\$75.61
LABORER	\$67.85	\$73.35	\$75.61
LABORER APPRENTICE (80%)	\$67.85	\$73.35	\$75.61

OVERTIME HOURLY RATE	FY23 First Year	FY24 Second Year	FY25 Third Year
FOREMAN	\$109.43	\$118.29	\$121.95
JOURNEYMAN	\$103.80	\$112.21	\$115.68
APPRENTICE - level 8 (97%)	\$101.51	\$109.73	\$113.12
APPRENTICE - level 7 (93%)	\$98.47	\$106.45	\$109.74
APPRENTICE - level 6 (88%)	\$94.67	\$102.34	\$105.50
APPRENTICE - level 5 (83%)	\$90.87	\$98.23	\$101.27
APPRENTICE - level 4 (78%)	\$87.07	\$94.12	\$97.03
APPRENTICE - level 3 (73%)	\$83.26	\$90.00	\$92.79
APPRENTICE - level 2 (68%)	\$79.47	\$85.91	\$88.56
APPRENTICE - level 1 (63%)	\$75.66	\$81.79	\$84.32
LABORER FOREMAN	\$95.02	\$102.72	\$105.89
LABORER SEMI-SKILLED	\$91.64	\$99.06	\$102.12
LABORER	\$91.64	\$99.06	\$102.12
LABORER APPRENTICE (80%)	\$91.64	\$99.06	\$102.12

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

*(8.1% increase over FY23 contract, 3.09% increase over FY24 contract)*

*Estimated Annual Amount of Quote \$41,587.40*

Insurance Received <input checked="" type="checkbox"/>	01 E LOC 810 000 350 000	
	Budget Codes 05 E LOC 865 379 350 000	
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Ryker Holm</i> Signature	3/13/2024
ISD 709, Simone Zurich	DocuSigned by: <i>Simone Zurich</i> Signature	date 3/14/2024

# PAN-O-GOLD

Baking Co.  
ST. CLOUD OFFICE

3/15/2024

To: Stacy Bergstedt  
Duluth Schools

From: Jason Revenig

Signature:

Subject: 20024-25 Bread Bid

Hi Stacy,

Pan O Gold would like to extend our contract with you for the 2024-25 school year. The following will be our pricing for the 2024-25 school year.

	<u>Current</u>	<u>2024-25</u>
1 ½ # Whole Grain Bread	1.83	2.30
Whole Grain 4" Hamb. Buns 60ct	9.30	9.75
Whole Grain 3.5" Hamb Bun 60ct	9.30	9.75
Whole Grain Hoagie Buns 24ct	4.57	5.25
Whole Grain Weiner Buns 12ct	1.98	2.65
Whole Grain Dinner Roll 12ct	1.81	2.45

Thank you

Jason Revenig  
Pan O Gold Baking Co.  
1-800-444-7005  
jrevenig@panogold.com

## AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Pan OGold Baking Co., 444 E St Germain St, St. Cloud, MN 56302, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for 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 July 1, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Bid-1304 - Bakery Products per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
3. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TN) used in the enforcement of Federal and State tax laws.

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

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

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of 4

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.. 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.

7. 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.

8. 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.

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zunich, Exec. Dir. of Finance & Business 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 Pan-O-Gold Baking Co., 444 E St Germain st, St. Cloud, MN 56302.

10. **Assignment.** Contractor shall not in anyway 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.

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

12. **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.

13. **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.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid1304 specifications.

15. **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.

16. **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

of 4

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>    <i>Lisa Rowley</i>    </u>	<u>    410679579    </u>	<u>    3-20-24    </u>
Contractor Signature	SSN/Tax ID Number	Date
<u>    <i>Shirley A Oak, DTR</i>    </u>		<u>    3/20/24    </u>

Program Director

Date

<u>    <i>Imine Zunic</i>    </u>	<u>    3/21/24    </u>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

03 E 013 760 160 548 012



1104 Division St.  
Waite Park, MN 56387  
320-252-2323

Stock #: 5500X Date: 2-12-24 Salesperson: Brim  
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) \_\_\_\_\_  
 Co-Buyer Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: St. Louis Zip: 55811  
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: \_\_\_\_\_ Co-Buyer DOB: \_\_\_\_\_  
 Buyer D.L. #: \_\_\_\_\_ Co-Buyer D.L. #: \_\_\_\_\_  
 Buyers Insurance Co.: \_\_\_\_\_

PLEASE ENTER MY ORDER FOR: New  Used  Demo  Lienholder NONE Address \_\_\_\_\_

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
14	Chev	Express	AWD 8ASS	Auto	White	cloth
VIN #	LIC. #		TAB EXP. DATE	STATE	MILEAGE	DELIVERED ON OR ABOUT
1GNSHCF41E1105751					56838	
Buyer Email:	CASH PRICE OF VEHICLE			37888 00		
Co-Buyer Email:	FREIGHT					
	DEALER INSTALLED OPTIONS					
RECEIVED						
MAR 21 2024						
ACCTS PAYABLE			2024-2026 Tax Exempt plates		TOTAL 37888 00	
			REGISTRATION TAX	15 00	LESS TRADE-IN ALLOWANCE (-)	
			PLATE FEE	10 00	TRADE DIFFERENCE	37888 00
			PUBLIC SAFETY VEHICLE FEE	3 50		
			TRANSFER TAX	10 00	MOTOR VEHICLE SALES TAX	2604 80
			TITLE/TRANSFER FEE	8 25		
			STATE/DEPUTY FILING FEE	20 00	SERVICE CONTRACT	
			LIEN RECORDING FEE		MAINTENANCE CONTRACT	
			WHEELAGE TAX		OTHER STATE & LOCAL SALES TAXES	
			TRANSIT TAX			
			Tech Fee x 2	4 50	DOCUMENT ADMINISTRATION FEE	.95 00
			V/S Surchage	1 00	OPTIONAL ELECTRONIC TRANSFER FEE	
			TOTAL LICENSE & FEES		72 25	
					SUBTOTAL 40,660 05	
					LESS AMOUNT SUBMITTED WITH ORDER (-)	
					PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)	
					TOTAL AMOUNT DUE ON DELIVERY	

**TRADE-IN DATA**

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

**Dealer's Disclaimer of Warranty**  
 Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.  
 Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted  B. Kom

Imine Znuich 3/21/24



03 E 013 760 160 548 012

1104 Division St.  
Waite Park, MN 56387  
320-252-2323

Stock #: 5494X Date: 2-12-24 Salesperson: Brian  
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) \_\_\_\_\_  
 Co-Buyer Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: ST. LOUIS Zip: 55811  
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: \_\_\_\_\_ Co-Buyer DOB: \_\_\_\_\_  
 Buyer D.L. #: \_\_\_\_\_ Co-Buyer D.L. #: \_\_\_\_\_  
 Buyers Insurance Co.: \_\_\_\_\_

PLEASE ENTER MY ORDER FOR: New  Used  Demo  Lienholder NONE Address \_\_\_\_\_

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
<u>14</u>	<u>Chev</u>	<u>Express</u>	<u>AWD 8pass</u>	<u>Auto</u>	<u>white</u>	<u>cloth</u>
VIN #	LIC. #		TAB EXP. DATE	STATE	MILEAGE	DELIVERED ON OR ABOUT
<u>1GN5HCF48E1101986</u>					<u>46781</u>	

Buyer Email:	CASH PRICE OF VEHICLE	38,889 00
Co-Buyer Email:	FREIGHT	
	DEALER INSTALLED OPTIONS	
RECEIVED		
MAR 21 2024		
ACCTS PAYABLE		
	2024-2026 Trac exempt Plates	TOTAL 38889 00
	REGISTRATION TAX	15 00
	PLATE FEE	10 00
	PUBLIC SAFETY VEHICLE FEE	3 50
	TRANSFER TAX	1000
	TITLE/TRANSFER FEE	8 25
	STATE/DEPUTY FILING FEE	2000
	LIEN RECORDING FEE	
	WHEELAGE TAX	
	TRANSIT TAX	
	Tech Fee X2	4 50
	VS Surchage	1 00
	TOTAL LICENSE & FEES	72 25
	SUBTOTAL	41,729 87
	LESS AMOUNT SUBMITTED WITH ORDER (-)	
	PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)	
	TOTAL AMOUNT DUE ON DELIVERY	

TRADE-IN DATA			
YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

**Dealer's Disclaimer of Warranty**  
 Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.  
 Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted Brian

Ermine Zurch 3/21/24





1104 Division St.  
Waite Park, MN 56387  
320-252-2323

03 E 013 760 160 548 012

Stock #: 5690X Date: 2-12-24 Salesperson: Brian  
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) \_\_\_\_\_  
 Co-Buyer Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: St. Louis Zip: 55811  
 Home Phone: 218-220-0306 Bus Phone: Feremy Buyer DOB: \_\_\_\_\_ Co-Buyer DOB: \_\_\_\_\_  
 Buyer D.L. #: \_\_\_\_\_ Co-Buyer D.L. #: \_\_\_\_\_  
 Buyers Insurance Co.: \_\_\_\_\_

PLEASE ENTER MY ORDER FOR: New  Used  Demo  Lienholder -NONE- Address \_\_\_\_\_

YEAR <u>14</u>	MAKE <u>Chev</u>	MODEL <u>Express</u>	BODY <u>AWD Spass</u>	TRANSMISSION <u>Auto</u>	COLOR <u>RED</u>	INTERIOR
VIN # <u>1GN8HC F42E 1194598</u>	LIC. # _____	TAB EXP. DATE _____	STATE _____	MPLEAGE <u>53604</u>	DELIVERED ON OR ABOUT	

Buyer Email:	CASH PRICE OF VEHICLE	37999 00
Co-Buyer Email:	FREIGHT	
	DEALER INSTALLED OPTIONS	
RECEIVED		
MAR 21 2024		
ACCTS PAYABLE		
	2024-2026 Tax Exempt Plates	TOTAL 37999 00
	REGISTRATION TAX 15 00	LESS TRADE-IN ALLOWANCE (-)
	PLATE FEE 10 00	TRADE DIFFERENCE 37999 00
	PUBLIC SAFETY VEHICLE FEE 3 50	
	TRANSFER TAX 10 00	MOTOR VEHICLE SALES TAX 2612 43
	TITLE/TRANSFER FEE 8 25	
	STATE/DEPUTY FILING FEE 20 00	SERVICE CONTRACT
	LIEN RECORDING FEE	MAINTENANCE CONTRACT
	WHEELAGE TAX	OTHER STATE & LOCAL SALES TAXES
	TRANSIT TAX	
	Tech Texa 4 50	DOCUMENT ADMINISTRATION FEE 95 00
	VS Sordange 1 00	OPTIONAL ELECTRONIC TRANSFER FEE
	TOTAL LICENSE & FEES	72 25
	SUBTOTAL	40,778 68
	LESS AMOUNT SUBMITTED WITH ORDER (-)	
	PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)	
	TOTAL AMOUNT DUE ON DELIVERY	

**TRADE-IN DATA**

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES <input type="checkbox"/> NO <input type="checkbox"/>			
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES <input type="checkbox"/> NO <input type="checkbox"/>			

**Dealer's Disclaimer of Warranty**  
 Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.  
 Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted  Brian

Imine Zurich 3/21/24



## Service Agreement

- I. This agreement is between Terch and Associates Consulting LLC, hereinafter referred to as "Consultant" and **ISD #709, Duluth Public Schools** hereinafter referred to as "Client".
- II. Consultant agrees to provide, and the Client agrees to accept, human resources consulting services. In particular, the Client retains Terch and Associates LLC to **conduct investigations related to workplace misconduct and/or violations of the Client's policy and any other applicable policy or violation of law or regulation.**
- III. Client understands that Consultant does not provide legal or tax advice and they are encouraged to retain professional expertise in those areas as they see appropriate. The Client shall not interpret the Consultant's communications as constituting legal or tax advice.
- IV. The relationship between Client and Consultant shall be that of contract and not employment. Client and Consultant do not have an employment relationship. The Consultant shall maintain adequate general commercial and professional practices liability insurance.
- V. Consultant agrees to provide the agreed upon services in a manner consistent with reasonable care and in conformity with the generally accepted industry practices and standards of the field of human resources.
- VI. Client agrees that Consultant's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at Consultant's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected consulting services.
- VII. Consultant agrees to keep confidential information that is identified by Client as proprietary or confidential. Unless otherwise agreed, the simple existence of the consulting relationship between Consultant and Client is not considered proprietary or confidential.
- VIII. Client agrees to pay Consultant a fee equal to **\$195 per hour** for all time spent working on the client's behalf plus any expenses associated with the project. "Time spent working" includes all time engaged on the project, including travel time and wait time. "Expenses" includes mileage, hotel and per diem costs when necessary. All expenses will be billed at their originally incurred value and are payable with fifteen (15) days of the Client receiving the invoice.
  - a. Payments made beyond the 15 days will incur a late penalty of 5%. Payments made after 30 days of being past due will incur an additional late fee of 3% per day, compounded monthly.

IX. Disputes about this agreement or services rendered under this agreement shall be governed by the laws of the State of Minnesota.

X. This agreement represents the entirety of the agreement between the parties and replaces any and all prior arrangements and agreements as it relates to similar services.

XI. The Client agrees to defend, indemnify and save Consultant harmless from and against any and all liabilities, including judgments, costs and reasonable counsel fees, even if caused by the fault or negligence of the Consultant, and for anything done or omitted by the Client, in part or in whole, as a result of or in connection with any services provided by Consultant to the Client, except liabilities that occur solely as a result of Consultant's gross negligence or willful misconduct.

XII. To the fullest extent permitted by law, the Client hereby waives its rights and its insurers' rights of recovery against Consultant under all Required Insurance for any loss arising from this Agreement. The Client shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

XIII. If any portion of this agreement is deemed null or void, all remaining provisions retain their full force and effect.

XIV. The party signing on behalf of Client presents and agrees that s/he is authorized to act on behalf of the Client when entering into this agreement.

Simone Zmich 3-29-24  
Authorized Representative      Date  
ISD #709  
Duluth Public Schools

\_\_\_\_\_  
Justin L. Terch      Date  
Terch and Associates LLC

Carla

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Clara Hamilton 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 and shall remain in effect until May 31, 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.**

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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 Clara Hamilton PO Box 83 Wrenshall, MN 55797.

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**



# UNIVERSITY OF MINNESOTA

## ELEVENTH AMENDMENT TO USE AND SERVICES AGREEMENT

**THIS ELEVENTH AMENDMENT TO USE AND SERVICES AGREEMENT** (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

**WHEREAS**, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, a Seventh Amendment dated August 31, 2020, an Eighth Amendment dated March 18, 2021, a Ninth Amendment dated April 25, 2022, and a Tenth Amendment dated March 10, 2023 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients; and

**WHEREAS**, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

**NOW, THEREFORE**, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2024 and ending June 30, 2025, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2024 will be \$349.94 per month and the Calibration Fee will be \$354.44 per month. The Fee for Secretarial Services will be \$692.40 per month. All other fees remain unchanged. Notwithstanding the foregoing, University agrees not to charge any fees (i.e., the License Fee, Calibration Fee, the Fee for Secretarial Services, per-client charge, or photocopying fee) for the months of July and August if Licensee and Licensee's clients do not access or otherwise use the Clinic or such services at all during such months. For avoidance of doubt, all such fees shall continue to be charged to Licensee for all other months regardless of access or use.

5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.
7. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, including without limitation those related to self-monitoring and social distancing. Such guidelines include, for example, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.
8. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "**Uncontrollable Event**" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.
9. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.
10. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:

*Rebecca Paulson*

By:

*Simone Zunich*

Name: Rebecca Paulson  
Title: Director of Leasing & Property Management

Name: Simone Zunich  
Title: Executive Director/Finance Manager

Date:  
March 13, 2024

Date:  
*3/12/2024*

*Budget: 01E 005 400 000 370 000*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13 day of March , 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of 3/13/2024 and shall remain in effect until receipt of items , 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.**

- 30 Ojibwe Lacrosse sticks - \$175/stick
- 4 Ojibwe Lacrosse ball - \$75/ball
- Ojibwe Lacrosse Goalposts - \$325/post

**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 \$ 6200 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:     Brett Mensing    , 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 (mailing address with zip) 11609 Perch Lake Drive, Duluth, MN 55808.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

[Signature] \_\_\_\_\_ 3/18/24  
Contractor Signature SSN/Tax ID Number Date

[Signature] \_\_\_\_\_ 3-19-2024  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

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

3-19-24  
Date



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Paul Davis</b>	paul.davis@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p><b>Deposit:</b> You have made a reservation to stay for April 3, 2024 - April 5, 2024 with 120 participants. To hold your reservation we require a deposit of \$1,800.00. <b>This contract is valid for 30 days after receipt.</b></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p>	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b> Simone Zurich	<b>Title:</b> Exec. Dir. Business Services	
<b>Signed Name:</b> Simone Zurich	<b>Date:</b> 3-20-24	
<b>Billing Contact:</b> Accounts Payable	<b>Billing Address:</b> Duluth Public Schools Accounts Payable 709 Portia Johnson Drive Duluth, MN 55811	
<b>Billing email address:</b> apvendor@isd709.org		
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>	December 2023	

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: May 4, 2023



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

#### School Groups

<b>Don Lepper</b>	donald.lepper@isd709.org
Stowe Elementary 715 101st Avenue West, Duluth MN 55808	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for September 25, 2024 - September 27, 2024 with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i>	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b> <i>Ginone Zurich</i>	<b>Title:</b> <i>Exec. Dir. Business Services</i>	
<b>Signed Name:</b> <i>Ginone Zurich</i>	<b>Date:</b> <i>3/22/24</i>	
<b>Billing Contact:</b> <i>Accounts Payable</i>	<b>Billing Address:</b> <i>709 Portia Johnson Drive Duluth MN 55811</i>	
<b>Billing email address:</b> <i>ap.vendor@isd709.org</i>		
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: March 20, 2024**

**No Cost Contracts Signed  
March 2024**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
University of Minnesota Duluth (UMD)	Denfeld HS	Faculty from UMD Department of Education will collect student data through focus groups hosted onsite at Denfeld High School.

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT**, made and entered into this 22nd day of March, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and University of Minnesota Duluth, 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 April 8, 2024, 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.** Faculty from the University of Minnesota-Duluth (UMD), Department of Education will collect student data through focus groups hosted onsite at Denfeld High School. In order to execute these services, faculty from UMD will:

- a. Meet with Denfeld staff to discuss and create the plan for logistics of focus groups including schedule, timeline, food/snacks, location/space, and assisting school staff in developing demographic profiles to identify students for participation in focus groups.
- b. Develop questions designed to capture desired data around student non-attendance and truancy based on planning conversations with Denfeld staff.
- c. Design structure and facilitate focus groups with students (step 1), school staff (step 2), and student families (step 3).
- d. Collect data throughout each focus group by taking written notes recording each focus group session.
- e. Interpret and analyze data collected.
- f. After a first read of the data collected from students, UMD staff will identify themes and areas for further exploration and will provide the information to Denfeld staff in order to identify students to participate in a follow up focus group (step 1).
- g. Provide reports and presentations of data summary as well as raw recordings/notes/transcripts of focus group discussions.
- h. Provide follow-up information, analysis or other information as needed.

In order to support the work of UMD faculty, staff from Denfeld will:

- a. Participate in planning meetings with UMD faculty.
- b. Provide requested aggregate and stratified student data as mutually identified by both UMD faculty and Denfeld staff in planning meetings.
- c. Identify students and student families to participate in the focus groups based on student fit with the designed demographic profile.
- d. Coordinate receipt of releases of information for students participating in focus groups.
- e. Facilitate onsite logistics of focus groups including reserving space, ensuring rooms are set up with appropriate equipment and furniture, providing snacks and water for group participants and facilitators, communication with students, families, and staff.

- f. Provide in-person support to both facilitators and participants on the day of the focus groups.
- g. Present data and reports to the School Continuous Improvement Team (CIT) and work to develop recommendations with the team based on the data collected.
- h. Continue to be available to answer questions and meet with UMD faculty for consultation throughout the process as needed.

**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.** Both the District and the Contractor agree that the parties are entering into a nonmonetary, no-cost agreement where no money will be exchanged between the parties at any time. Any costs associated with the execution of services as outlined in this agreement by either the District or the Contractor will be the sole responsibility of the party who pays for out of pocket expenses.

Therefore, 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 \$0.00 hourly and \$ 0.00 in total.

**5. 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.

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

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

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

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

**8. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zunich, 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: University of Minnesota Duluth, Department of Education, Attn: Dr. Eric Torres, 154 EduE, 412 Library Drive, Duluth, MN 55812.

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

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

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

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

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

**15. Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

**16. 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.

**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.

\_\_\_\_\_  
University of Minnesota - Duluth, Department Head

\_\_\_\_\_  
Date



3-29-24

\_\_\_\_\_  
Denfeld Principal

\_\_\_\_\_  
Date

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

**This contract is funded by: (Please check the appropriate line below)**

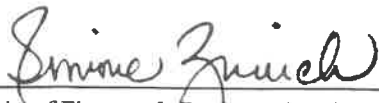
\_\_\_\_\_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

\_\_\_\_\_  
University of Minnesota - Duluth, Dean - College of Education & Human Services Professions

\_\_\_\_\_  
Date



4-1-24

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

\_\_\_\_\_  
Date

## Grant Applications March 2024

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
Lincoln Park PBIS Team	Rachel Thapa/Nikki Jensen	Northern Regional Implementation Project (NRIP) and the Minnesota Department of Education	\$500.00	<p>Estimated PBIS Mini Grant Budget: 100 shirts @ \$5/ shirt = \$500</p> <p>Our budget will be used to purchase shirts for our school community. We intend to purchase a total of 100 shirts for the 2024-2025 school-year through this funding source. Funds will go toward the cost of shirts for our new 6th grade students and new students or staff. Any remaining funds not needed for shirts would be used for supplies and incentives for our PBIS celebrations, acknowledgements, and activities. This PBIS mini grant will help ensure sustainability for our PBIS work.</p>
Washington ECFE Parent Educator	Diane Mozol	ECFE/Junior League of Duluth	\$1,353.00	<p>The funds will be used to support infant home visit families with limited resources. The home visit teacher will provide diapers, parent reflection, and a literacy experience with a focus on social/emotional development. Our ISD 709 ECFE home visit teachers frequently meet with families who find it difficult to access and afford diapers for their children. Providing a package of diapers is</p>

				<p>appreciated and a stress reliever for families making choices to be able to meet basic needs. Moms will receive a copy of the book, Present Not Perfect for Moms by Aimee Chase. The book will be used for writing and reflecting with the home visit teacher. When parents use reflective thinking, they are empowered to recognize that behaviors are linked to underlying mental states. The parent is provided with an opportunity to pause and focus on the parent and child relationship. The family will receive a copy of the book, Baby's Feelings-A First Book of Emotions by Layla McGrath. The mom and home visit teacher will use the infant book to discuss literacy skills and social/emotional development. The parent will gain information about how reading to babies promotes brain development. While the parent reads the book about feelings to their child, the teacher will focus on how bonding, trust, emotional security and self-awareness are enhanced.</p>
<p>Duluth Community Education isd709</p>	<p>Annemarie Schilling/Jeremy Rupp</p>	<p>Community Education, Duluth Public Schools</p>	<p>\$260,610.00</p>	<p>The Safe Routes to School Coordinator position will be housed under Independent School District 709's Community Education Department. Jeremy Rupp, the District Community Education Coordinator, will supervise the role.</p>

			<p>The SRTS Coordinator position falls under the DWIAA contract at class IIB, step 5. This 50-week, year-round salary is \$60,550. The grant proposal includes \$15,000 for benefits and \$1,700 for professional development.</p> <p>Extensive education and outreach are central to the plan. \$4,320 is proposed for seasonal instructors to lead out-of-school time education and encouragement programs. \$3,300 is budgeted for educational program supplies, for both youth and adults. Marketing costs of \$2,000 are also included.</p> <p>Additionally, \$2,560 of in-kind staff time and marketing donations are accounted for in the proposal.</p>
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MINNESOTA WORKERS' COMPENSATION INSURERS ASSOCIATION, INC  
7701 FRANCE AVENUE SOUTH, SUITE 450  
MINNEAPOLIS, MINNESOTA 55435  
(952) 897-1737 (Voice) (952) 897-6495 (Fax)

FY25

Dakota Truck Underwriters  
PO Box 89310  
Sioux Falls, SD 57109-9310

**Name:** INDEPENDENT SCHOOL DISTRICT 709  
**Combo Group ID:** 003229088  
**Coverage Group ID:** 3229088  
**Rating Date:** 08/01/24 to 08/01/25  
**Carrid:** 27669  
**Policy:** WC01000069172023A

WE HAVE CALCULATED AN EXPERIENCE MODIFICATION FACTOR OF .68 TO BE APPLIED TO WORKERS' COMPENSATION PREMIUMS EFFECTIVE 08/01/24 TO 08/01/25. THIS MODIFICATION FACTOR WAS BASED ON INFORMATION SUPPLIED TO US BY THE INSURANCE CARRIER(S) LISTED ON THE ATTACHED SHEETS.

PLEASE CONTACT THE APPROPRIATE INSURANCE CARRIER FOR SPECIFIC INFORMATION ON CLAIMS DETAIL, OR CALL OUR OFFICE IF YOU HAVE QUESTIONS CONCERNING THE CALCULATION OF THE EXPERIENCE MODIFICATION. THE INFORMATION CONTAINED WITHIN THIS FORM WILL BE PROVIDED TO ANY INQUIRING PARTY UNLESS THE EMPLOYER SPECIFICALLY DIRECTS US IN WRITING NOT TO DO SO.

THIS MODIFICATION IS SUBMITTED FOR INFORMATIONAL PURPOSES. THE PREMIUM CHARGED ON YOUR POLICY MAY BE AFFECTED BY FACTORS OTHER THAN THE EXPERIENCE MODIFICATION FACTOR. THE MODIFICATION USED IN THE FINAL PREMIUM CALCULATION WILL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INSURANCE POLICY AND APPLICABLE STATE LAWS AND REGULATIONS.

YOU ARE URGED TO RETAIN THE ATTACHED DOCUMENT AS A PART OF YOUR WORKERS' COMPENSATION INSURANCE RECORDS AS IT CONTAINS IMPORTANT INFORMATION WHICH MAY BE USEFUL IN OBTAINING COMPETING BIDS ON YOUR INSURANCE COVERAGE.

**EMPLOYER**

INDEPENDENT SCHOOL DISTRICT 709  
709 PORTIA JOHNSON DR ATTN CFO/BUS  
DULUTH, MN 55811

DATE PRINTED: 03/27/24

FY24

Dakota Truck Underwriters  
PO Box 89310  
Sioux Falls, SD 57109-9310

Name: INDEPENDENT SCHOOL DISTRICT 709  
Combo Group ID: 003229088  
Coverage Group ID: 3229088  
Rating Date: 08/01/23 to 08/01/24  
Carrid: 27669  
Policy: WC01000069172023A

WE HAVE CALCULATED AN EXPERIENCE MODIFICATION FACTOR OF .78 TO BE APPLIED TO WORKERS' COMPENSATION PREMIUMS EFFECTIVE 08/01/23 TO 08/01/24. THIS MODIFICATION FACTOR WAS BASED ON INFORMATION SUPPLIED TO US BY THE INSURANCE CARRIER(S) LISTED ON THE ATTACHED SHEETS.

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**EMPLOYER**

INDEPENDENT SCHOOL DISTRICT 709  
ATTN CFO/BUSINESS SERVICES 709 PORT  
DULUTH, MN 55811

DATE PRINTED: 03/25/24

RECEIVED  
APR 01 2024  
HUMAN RESOURCES

REVISION 1