Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, July 23, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition** **2**
6. **Report of the Superintendent**
   - A. Reports from Student School Board Representatives 4
   - B. Superintendent's Report 5
   - C. Schedule of Meetings and Events 18
7. **Report of Standing Committees**
   - A. Committee of the Whole
     - 1) Monthly Committee of the Whole *(No July Meeting)*
   - B. Human Resources/Business Services Committee *(July 9, 2024)* 19
   - C. Policy Committee *(No July Meeting)*
8. **General Board Committee Updates**
9. **Consent Agenda** **253**
10. **Resolutions from Committee Reports**
    - A. B-7-24-4048 - FY26 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 525
    - B. B-7-24-4049 - FY25 Commercial Insurance Renewal 544
    - C. B-7-24-4050 - Acceptance of Donations to Duluth Public Schools 582
11. **Special Resolutions and Action Items**
    - A. B-7-24-4051 - Acceptance of Grant Awards to Duluth Public Schools 584
12. **Questions / Other**
13. **Adjournment**

Dear Board Members,

Tonight, we gather to recognize and honor an extraordinary individual, Ms. Portia Johnson, whose unwavering commitment to justice and equality has left an indelible mark on our community.

Portia's journey showcased her resilience and dedication to the civil rights movement and the pursuit of social justice.

From her early years, she displayed a relentless drive to challenge systemic injustices. Her work with the NAACP and other civil rights organizations exemplified her leadership and courage.

Portia's advocacy for education and equal opportunities has transformed the lives of countless individuals, creating a legacy of empowerment.

Portia helped start the IAAA the Institute for Afro-American Awareness.

In 2016, during an interview, she was asked about her experience with the IAAA and its effort to build the community for African Americans in Duluth. Let’s hear from Portia herself.

Portia Johnson's story is one of determination and hope. She fought for her rights and the rights of others and has been a beacon of inspiration for future generations.

Her contributions to civil rights re-mind us that change is possible when we stand united.

Unfortunately, Portia transitioned over the weekend. Our thoughts and condolences are with her family and friends.

Ms. Portia Johnson will always be remembered for her tireless efforts and enduring impact.

Her legacy will continue to inspire us all to strive for a more just and equitable society.

School Board meeting

July 23rd, 2024

Larisa Miller

Summer Dash

- This month's first week has been named Eco Week where the field trip was at Park Point Sailing, it was a fun experience and a new experience for most! This week, there was gardening with community members and geocaching.

- Performance week was focused on Shaunna Heckman music programming and production where the students made their own beats and music to preforming Friday at Wussow's that was on July 19th

- Local cultural connections week which is this week where the zeitgeist film club production allows the students t to make a film and premiere is on Friday, the 26th

- Along with these weeks activities the go to activates are also happening like ballroom dancing, men as peace makers, boys and girls club, field day with NYS, board games, DND, Duluth public library, crafts, and Haley's gratitude group.

- Denfeld's Calendar is always booked using the school during the summer to better themselves with summer school Aswell as sports. Some examples are fitness training Monday through Thursdays at 6 am, as well as soccer, dance, basketball, volleyball football, cross country, lacrosse, and open gym daily.

- The summer transitions academy is starting up very soon on July 29th and the school is very excited to see how this will offer the upcoming highschoolers more opportunities.

Denfeld updates

- Lots of hiring for the upcoming school year.
- Getting the summer mailing ready to go home to families with information and forms.
- Hunter Kickoff on Wednesday, August 28 from 5:00 to 8:00
  9th Grade Orientation is on Thursday, August 29 from 9:00 to 1:00.

www.ISD709.org
Duluth
Public Schools
Every Student. Every Day.

Superintendent's Report

July 23, 2024

OUR MISSION

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

OUR VISION

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

OUR CORE VALUES

Learning

Developing a love of learning through life-long inquiry.

Excellence

Having high standards for all through accountability, integrity and authenticity.

Equity

Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.

Collaboration

Working in partnership with staff, families, students and community.

Belonging

Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

Topics

- Student Reports
- Facilities Update - Solar
- Facilities Update - Lowell Traffic Issues
- Leadership Updates
- Superintendent Evaluation
- Other

Facilities Update - Solar

- We have greatly appreciated the student and community support as we move forward with responsible, renewable energy practices. Although this is not our first solar project, we hope that this represents a new phase with additional solar opportunities.

- We are finalizing our pre-grant application for our solar project(s), which is due later this week.

- We look forward to additional updates for the board and public as we learn more about the process and gain feedback from the state and other entities.

- We are incredibly proud of the great examples of student leadership, tenacity, and civic-mindedness that our students have shown in making this a reality.

Facilities Update - Lowell

- We are continuing to work with St. Louis County and area stakeholders to address the traffic issues at Lowell Elementary.
- We have met again with county officials to further consider options based on a great amount of community input.
- We will plan to finalize next steps within the next few weeks, but this issue will likely involve a variety of solutions throughout the next few years rather than one quick fix.

Leadership Updates

- We are facilitating multiple leadership training opportunities, including:
  - Cabinet work session on 7/29
  - Duluth Leadership Team on 8/13
  - Principal + on 8/14
  - Elementary and Secondary Instructional Leadership Teams on 8/15

Supporting Every Student

- Core instruction:
  - Standards Aligned, Intended Learning, Success Criteria, Relevancy, and Assessment (Teacher clarity)
  - Culturally and Linguistically Responsive Teaching
- Positive Behavior Interventions and Supports / Pyramid Model:
  - Second Step and High School Resource
  - Core expectations
  - Cultural Field Guide
- Professional Learning Communities
  - Site based PLC teams (S-PLC)
  - District PLC teams (D-PLC)

Advancing Equity

- Equity Education Framework
- Family and Community Engagement
  - Tribal Consultation & Concurrence/Non-Concurrence
  - Developing Framework
  - Unity In Our Community
  - Digital Back to School Guide
  - ParentSquare District Wide Next Year
  - Communications Plan

Improving Systems

- Budget Reduction and Reallocation Process
- Recruiting and Retaining
- Safety and Facilities Improvements

Next Steps

- 2024-25 Progress Monitoring Calendar
- Action Cards Next Steps - Sharing Details in August
- August Work Session Considerations

Superintendent Evaluation

My three goals for the 2023-24 school year were:

Standard 2. School District Finances

- Element 2.d. Bond and Levy Campaigns

Standard 3. Communication and Community Relationships

- Element 3.f. Visibility and Approachability

Standard 6. Teaching and Learning

- Element 6.b. School Improvement

Questions

Schedule of Meetings and Events

All meetings will be held at: **District Services Center, 709 Portia Johnson Drive, Duluth, MN 55811** *(Unless otherwise noted)*.

Listening Session Guidelines

The Schedule of Meetings and Events is Subject to Change.

Week of July 22 - July 26, 2024

Tuesday	July 23, 2024	4:00 p.m.	Portia Johnson Recognition Event
Tuesday	July 23, 2024	5:30 p.m. - 6:15 p.m.	School Board Listening Session
Tuesday	July 23, 2024	6:30 p.m.	Regular School Board Meeting*
Tuesday	July 23, 2024	7:00 p.m. (or immediately following Regular School Board Meeting)	Special [Closed] Session - Superintendent Evaluation

Week of July 29 - August 2, 2024

None

Week of August 5 - August 9, 2024

None

Week of August 12 - August 16, 2024

Monday	August 12, 2024	4:30 p.m.	HR/Business Services Committee
Thursday	August 15, 2024	3:30 p.m.	Policy Committee
Thursday	August 15, 2024	4:30 p.m.	Monthly Committee of the Whole

**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

Office of the Superintendent
July 19, 2024

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, July 9, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - Marsh & McLennan Agency for commercial insurance renewal (agenda item 3.B. B-7-24-4049 - FY25 Commercial Insurance Renewal). Representative Bob St. Arnold from Marsh & McLennan Agency will be attending the July HR/Finance Committee to present information regarding commercial insurance renewal including premiums, policy changes, coverage, etc.**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Enrollment Report **(Reports will resume October 2024)**
     - 2) Child Nutrition Department Report 5
     - 3) Facilities Department Report 7
     - 4) Technology Department Report - (Verbal Report)
     - 5) Transportation Department Report 10
3. **Recommended Resolutions**
   - A. B-7-24-4048 - FY26 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 11
   - B. B-7-24-4049 - FY25 Commercial Insurance Renewal 31
   - C. B-7-24-4050 - Acceptance of Donations to Duluth Public Schools 69
4. **Consent Agenda**
   - A. HR Staffing Report 71
   - B. Facility Use Fee Schedule 72
   - C. Finances
     - 1) Financial Report **(Report will resume for FY25 in August 2024)**
   - D. Bids, RFPs, and Quotes - None
   - E. Contracts, Change Orders and Leases
     - 1) Contract - BAYADA Home Health Care, Inc. 75
     - 2) Contract - Use & Maintenance Agreement (Gary New Duluth Development Alliance, City of Duluth, Duluth Public Schools) 80
     - 3) Contract - Check & Connect Services FY25 86
     - 4) Lease - Udac, Inc. FY25 Rental Space Addendum 91
5. **Miscellaneous Informational Items (no action required)**
   - A. Guiding Change for 2025-2026 School Year 101
   - B. Expenditure Contracts 109
   - C. No Cost Contracts 225

D. Revenue Contracts 233

Human Resources Report Summary
July 2024 Activities

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

	Certified	Non-Certified
# New Hires	15	7
# Retirements	0	1
# Resignations	2	7
# Leave of Absences	2	2

HR Department Updates:

The HR department continues to focus on recruitment and hiring throughout the summer. On June 19, we attended the Juneteenth Celebration, and on June 27, we attended the Mini Summer Career fair hosted by Carlton County. At this fair we were focused on hiring non-certified positions, such as custodial, child nutrition, paraprofessional, and transportation. Our next job fair will be on Wednesday, July 10th, with CareerForce in Duluth. We will also be the Business of the Day at CareerForce on August 12, where we will provide same-day applications and interviews for maintenance and transportation positions. Managers from each department will be on-site to connect with potential candidates.

The department has also started preparing for New Hire Orientation which will be held on August 20 for all new hires to the District. During this orientation, the new hires will have the opportunity to listen to a message from our Superintendent, meet other leaders and our Human Resources team; and learn more about being an employee at the school district. There will be separate sessions for certified and non-certified staff.

Benefits Updates:

The Benefits Department has processed and paid all of the severance HCSP contributions for newly retired teachers, as well as 2nd and 3rd payments for previously retired teachers. All other positions that retired this year have been approved by Finance and are being entered into the system for payment. Next, the Department is working on Directors' HCSP contributions via their contract.

The Department is currently working on an updated Benefits Orientation for the upcoming school year, along with updated guides and information regarding workers' compensation, FMLA, etc. The Department attended a seminar regarding Minnesota Paid Leave that starts in 2026 to prepare for the upcoming changes that will need to be made to leave processes when those laws are in effect.

Hiring Updates:

Certified:

Teachers
- *Elementary (4)*
- *Middle School (8)*
- *High School (13)*
- *Special Education (4)*
- *Adult Basic Education (1)*

Assistant Principal *(Denfeld High School)*

Non-Certified:

Child Nutrition (9)

Clerical (1)

Maintenance (14)
- *Custodian I (4)*
- *Engineer II (2)*
- *Master Electrician (1)*
- *Second Shift Engineer I (4)*
- *Second Shift Engineer II (3)*

Playground/Cafeteria Monitor(6)

Paraprofessionals (9)
- *Early Childhood Sp. Ed (3)*
- *Sp. Ed. Building Wide Paraprofessional (1)*
- *Supervisory Paraprofessional (1)*
- *Sign Language Facilitator (2)*
- *Sign Language Interpreter (1)*
- *Tech Tutor-Construction*

Transportation (7)
- *School Bus Driver II (3)*

Contract Negotiations:

Negotiations are continuing with both the Clerical Unit and the National Conference of Firemen and Oilers, and are now starting with the District-Wide Instructional Administrators Association.

Upcoming negotiation dates are as follows:

National Conference of Firemen and Oilers	July 22, 23 and 24
Clerical Unit	July 8, 15 and 31
DDWIAA	July 10

Child Nutrition Report
June 2024

Summer Meals

Summer meals started 6/17/24
Breakfast and lunch are offered to all students free of charge at Stowe, Laura Macarthur, Denfeld, Lincoln Park, Myers Wilkins and Piedmont.
First week totals are averaging 250 children for Breakfast and 425 for Lunch.

Summer meals will also be hosting a 3 day Administrative State Audit of our meal program. The audit is Scheduled for July 31, August 1 and 2. Preparations have begun to gather required documents and refresh employees on all regulations. Meal program integrity is very important to Child Nutrition and audits help us learn and ensure we are operating as we should.

Infinite Campus for Foodservice

The new software for the Child Nutrition program became live on June 30th. We are working at getting all information transferred and updated. This process will take a few weeks, as the staff learn the new way to accomplish our daily and monthly activities.

Yearly Summary

Included with this report is the yearly totals for all programs that we serviced in 23-24 school year. The school meals program served 1,370,946 meals, and snacks throughout the district. That's a lot of meals! We also spent over $310,000 on fresh fruits and vegetable to include in those meals. ($285,000 was in USDA commodity dollars) A stellar year that helps us aim even higher for next year.

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Monthly counts	Breakfast											Daily
2023 2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Average
Congdon	1095	1539	1861	1290	1969	1545	1721	1640	2253	292	15205	117
Denfeld	3715	4850	4732	3245	4388	3459	4064	3585	4916	530	37484	288
East High	3724	4911	5416	3984	5578	4479	5033	4947	6515	710	45297	348
Homecroft	2658	3086	3036	1979	2807	2164	2542	2549	3094	451	24366	187
Lakewood	1581	1770	1897	1191	1873	1449	1563	1670	2284	289	15567	120
Lester Park	2667	2832	2883	1827	2795	2282	2607	2517	3498	454	24362	187
Lincoln park Middle	2925	3735	3764	2681	3472	2979	3258	3166	4327	507	30814	237
Lowell	6181	6242	5809	3820	5662	4432	5052	4741	6404	771	49114	378
Laura Macarthur	3808	4046	4006	2689	3841	3149	3398	3228	4144	513	32822	252
Myers-Wilkins	3100	3431	3342	2231	2947	2390	2580	2659	3430	395	26505	204
Ordean/East Middle	2314	2688	2715	1852	2541	2044	2225	2173	3079	370	22001	169
Piedmont	5583	5962	5748	3779	5403	4295	4965	4748	6058	789	47330	364
Rockridge	636	686	652	378	499	364	359	350	458	57	4439	34
Stowe	3292	3196	3464	2560	3561	2865	2994	3057	3921	484	29394	226
ALC	222	226	332	195	231	192	214	188	755	23	2578	
	43501	49200	49657	33701	47567	38088	42575	41218	55136	6635	407278	3113
	Lunch											Daily
	Sept	October	Nove	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	5932	6587	6887	4789	6711	5380	6078	5876	7606	776	56622	436
Denfeld	10377	11204	10803	7488	10052	8110	9023	8301	10388	735	86481	665
East High	9184	10201	10430	7490	10839	8338	9608	9150	12294	1038	88572	681
Homecroft	6246	6809	7070	4915	7021	5456	6028	5998	6826	1010	57379	441
Lakewood	3266	3727	3703	2607	3710	2924	3250	3157	3948	561	30853	237
Lester Park	7042	7617	7382	4853	7237	5869	6449	6408	8288	1139	62284	479
Lincoln park Middle	8588	8893	8895	6123	8639	6770	7284	6936	8959	1008	72095	555
Lowell	9141	9814	9656	2725	9673	7512	8156	7870	10439	1317	76303	587
Laura Macarthur	4413	4914	4921	3374	4821	3912	4149	1026	5040	675	37245	287
Myers-Wilkins	4865	5366	5422	3710	5017	4096	4283	4342	5479	704	43284	333
Ordean/East Middle	12218	13531	13574	9461	13552	10654	11300	11262	14389	1920	111861	860
Piedmont	6995	7662	7583	5271	7741	5866	6594	6275	8069	1093	63149	486
Rockridge	706	832	787	478	757	563	587	528	699	91	6028	46
Stowe	3190	3580	3750	2743	3844	3165	3310	3417	4464	624	32087	247
ALC	441	366	476	202	282	247	282	292	313	43	2944	
											0	
Supper	0	476	1228	1328	2542	1461	1303	1314	1515	0	11167	
Harbor City	1711	1796	1726	1013	1590	1420	1412	1343	1413	134	13558	
	94315	103375	104293	68570	104028	81743	89096	83495	110129	12868	851912	6340
Head Start												
	Breakfast											
Homecroft	159	267	238	192	287	187	250	246	277	0		
Lester Park	155	243	225	170	253	215	171	212	259	0		
Lowell	257	458	387	301	422	330	373	391	491	0		
Laura Macarthur	205	372	320	255	427	268	333	336	366	0		
Myers-Wilkins	562	699	434	443	530	545	603	559	772	28		
Piedmont	229	432	335	304	435	344	342	370	446	0		
Stowe	137	221	188	105	242	175	206	227	262	0		
	1704	2692	2127	1770	2596	2064	2278	2341	2873	28		
Head Start												
	Lunch											
Homecroft	159	267	238	192	287	187	260	247	289	0		
Lester Park	289	459	414	330	453	398	313	397	461	0		
Lowell	358	595	491	409	621	501	491	583	696	0		
Laura Macarthur	208	376	321	256	431	268	335	338	365	0		
Myers-Wilkins	562	699	434	443	530	545	603	559	770	28		
Piedmont	292	517	415	364	548	461	413	509	565	0		
Stowe	137	221	188	105	242	175	205	227	261	0		
	2005	3134	2501	2099	3112	2535	2620	2860	3407	28		
AFTERSCHOOL SNACK												
Congdon	857	1845	1905	1276	1956	1553	1595	1501	1966			
Lincoln park Middle	526	1082	1257	656	1119	600	1008	1228	1609			
Lowell	2352	2614	2456	1801	2489	1775	2309	1808	2989			
Laura Macarthur	406	573	620	348	594	488	245	511	621			
Myers-Wilkins	183	959	907	529	319	581	678	758	636			
Piedmont	765	1111	890	528	938	776	881	850	1250			
Stowe	262	582	619	446	650	580	559	526	681			
	5351	8766	8654	5584	8065	6353	7275	7182	9752	0		
Total meals/snacks	146,876	167,167	167,232	111,724	165,368	130,783	143,844	137,096	181,297	19,559	1,370,946	
Days of service	22	20	20	14	20	16	18	17	22	3		172
Average meals per day	6,676	8,358	8,362	7,980	8,268	8,174	7,991	8,064	8,241	6,520		
2022 2023 school year												
Total meals/snacks	127,663	141,909	138,584	94,905	136,642	105,321	154,615	103,507	176,292	37,804	1,217,242	
Days of service	19	19	20	13	19	14	21	14	22	3		167
Average meals per day	6,719	7,469	6,929	7,300	7,192	7,523	7,363	7,393	8,013	6,301		

Facilities Management & Capital Project Status Report
July 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 202 work orders and are currently working on 263 open work orders.
- Rockridge property survey was completed to establish property boundaries with neighbors. Blocks 106 and 95.
- Utility locates for Laura MacArthur shed build completed.

Capital / Construction

- Lincoln park pool resurfacing has begun and is ahead of schedule.
- Duluth News Tribune building Utility mapping with Jamar underway.
- Lowell Elementary flooring is ahead of schedule.
- Stowe concrete removal and installation scheduled to begin. Fencing removal completed.
- Dry Sprinkler system installations for Lincoln Park and Ordean scheduled to begin with Summit Sprinkler. Old Glycol systems to be removed per MN Fire Marshal.
- Lowell loading dock exterior wall repair is pending Stretar Masonry availability.
- Myers Wilkins new Playground Fence installed.

Discussion with Legal Representation

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No discussions

Building Operations

The Operations staff are well underway conducting Summer maintenance projects and deep cleaning the buildings. I'm very proud of our Building Operation staff. They are doing a great job on getting the schools ready for the kids to come back. Lowell and Laura MacArthur are doing a great job keeping up to schedule despite the fact they are working around all the flooring work being done.

- We are still working on filling licensed positions. Most of the Custodian positions have been filled. We would like to welcome new incoming Custodians: John Gissendanner at Denfeld HS, Liam Siers at East HS, Vanessa Wirta at Laura Mac and Jenna Black at Piedmont. Operations and HR has continued looking to fill Engineer II positions at Lowell and Myers-Wilkins; and Second Shift Engineer II positions at East, Lincoln Park, and Ordean Middle School as well as Denfeld now that Mitchell Kinnear has moved on to St. Louis Schools ISD 2142. Second Shift Engineer I positions remain open at Piedmont, Lakewood, Laura MacArthur, Lester Park, and now Rockridge following the departure of Ross Stankiewicz, who retired after working with the district for almost 20 years. Custodian I positions remain open at East High School and Denfeld.
- I would like to recognize Erik Johnson, who passed his 2C Boiler License exam and is now the Second Shift Engineer I for our District Service Center.

Health, Safety, and Environmental Management

- **Audits & Inspections**
  - One automotive hoist at Denfeld HS needs to be replaced, replacement has been ordered and installation has been scheduled. Install pending locate on in floor heating system.
  - 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 was conducted per Minnesota Department of Health guidelines. Retests passed - results will be presented at August COW meeting.
  - Fire code corrections at East HS still under way

- **Regulatory Reporting**
  - Nothing needed in June

- **Systems & Technology Updates**
  - New Health and Safety Management Vector EHS Management system set up and in use. Will create training for how to use hazard reporting forms over the summer.

- **Training**
  - Aerial lift training completed for scissor lift, after district lifts are inspected first week of July, training will be conducted on those lifts.
  - Basic Life Support & First Aid renewal training for nursing staff scheduled for August 28th.

- **Chemical and Hazardous Waste Disposal**
  - Other old chemicals at DNT pickup scheduled for 9:00 July 10th.
  - Bulb and battery pickup google form was sent out to building engineers to get inventory for July disposal. Pickup date being scheduled.
  - Extra cleaning chemicals found at Garfield building brought to WLSSD June 5.

- **Document Updates**
  - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.

- **Injury and Incident Statistics**
    - **June 2024 (as of 7/2/2024)**
        - **OSHA Recordable Rate (TRIR)**: 0.00
        - **OSHA Recordable Injuries**: 0
        - **Days Away from Work**: 0
        - **Days on Restricted Duty**: 0
        - **Non-recordable Injuries**: 2
        - **Near Misses/Hazards Reported**: 1
    - **2024 Year-To-Date**
        - **OSHA Recordable Rate (TRIR)** (*Goal ≤ 1.00)*: 1.85
        - **OSHA Recordable Injuries**: 11
        - **Days Away from Work**: 59
        - **Days on Restricted Duty**: 28
        - **Non-recordable Injuries**: 58
        - **Near Misses/Hazards Reported**: 15

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.

Transportation Report
June 2024 Activities

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

In June we finalized our new 10-year contract with Voyageur Bus Co. for transportation services.

Our department is working on Summer routing and the routes for next school year.

Staffing (comments and concerns)

- We interviewed one new driver, but have yet to hear back if they accepted.
- Joe has been meeting with the routers weekly to keep communication flowing on routes.

Bus Maintenance

- The mechanics are working on summer bus maintenance and getting the buses ready for inspections.
- Mechanics are also keeping the fleet running for summer school.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month is 82,644. Our goal is to have 50-60k miles average.

RESOLUTION
FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution B-7-24-4048

July 23, 2024

ISD 709 Duluth Public Schools

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024

DEPARTMENT OF EDUCATION
Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

Fiscal Year (FY) 2026 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-010
Due: July 31, 2024

General Information: Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2023, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2024. Submit to Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District, Intermediate/Cooperative/Joint Powers	District Number and Type:	Date Submitted:
Duluth Public Schools	709	07/23/2024

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2026 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2026 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11. ***Effective FY 2025 and if applicable, provisions for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).***
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2023]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2023]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – ***Must be signed*** by Superintendent or Cooperative Unit Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
	John Magas	33

RESOLUTION

FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution #

July 23, 2024

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

FY 2026 APPROVAL YEAR

Presented to the Duluth School Board

July 23, 2024

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

All contents contained within are governed by MN STATUTES, section 123B.595.

DEPARTMENT OF EDUCATION	Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413	Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only	ED - 02478-10

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2023, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	(REQUIRED) Enter Information	District Info.	(REQUIRED) Enter Information
District Name:	Duluth Public Schools	Date:	7/23/2024
District Number:	709	Email:	bryan.brown@isd709.org
District Contact Name:	Bryan Brown		
Contact Phone #	218-336-8907		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2024 (base year)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	**Category (1)**											
347	Physical Hazards	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802
349	Other Hazardous Materials	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
352	Environmental Health and Safety Management	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
358	Asbestos Removal and Encapsulation	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290
363	Fire Safety	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758
366	Indoor Air Quality	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150
	Total Health and Safety Capital Projects	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year - Additional Revenue												
Finance Code	**Category (2)**											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	**Category 3 (a)**											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Gender-Neutral Single-User Restrooms												
Finance/Course Codes	***Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025***											
Finance Code 384 and Course Code 684 MUST USE BOTH	Remodeling for gender-neutral single user restroom per site.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Gender-Neutral Single User Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	**Category (4)**											
367	Accessibility	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Accessibility Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	**Category (5)**											
368	Building Envelope	$500,000	$500,000	$0	$0	$0	$1,250,000	$1,500,000	$1,200,000	$0	$0	$0
369	Building Hardware and Equipment	$250,000	$100,000	$0	$0	$0	$0	$0	$30,000	$0	$0	$0
370	Electrical	$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
379	Interior Surfaces	$75,000	$575,000	$425,000	$1,075,000	$725,000	$725,000	$155,000	$275,000	$275,000	$275,000	$275,000
380	Mechanical Systems	$0	$0	$0	$0	$340,000	$0	$0	$0	$340,000	$340,000	$340,000
381	Plumbing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
382	Professional Services and Salary	$1,935,000	$1,900,000	$1,900,000	$1,900,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000
383	Roof Systems	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
384	Site Projects	$1,200,000	$1,175,000	$600,000	$300,000	$0	$0	$0	$0	$0	$0	$0
	Total Deferred Capital Expense and Maintenance	$4,110,000	$4,250,000	$2,925,000	$3,275,000	$3,165,000	$4,075,000	$3,755,000	$3,605,000	$2,715,000	$2,715,000	$2,715,000
	Total Annual 10-Year Plan Expenditures	$4,510,000	$4,650,000	$3,325,000	$3,675,000	$3,565,000	$4,475,000	$4,155,000	$4,005,000	$3,115,000	$3,115,000	$3,115,000
Fund Balance Section												
Fund 01												
	Beginning Fund Balance 01-467-XX	$1,359,070	-$2,335,733	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue - Levy	$815,197	$5,460,733	$2,375,000	$2,375,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000
	LTFM Fiscal Year Revenue - AID if Applicable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT if applicable - Special Legislation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$4,510,000	$3,125,000	$2,375,000	$2,375,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000
	Ending Fiscal Year Fund Balance 01-467-XX	-$2,335,733	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fund 06												
	Beginning Fund Balance 06-467-XX	$10,215,000	$10,215,000	$8,690,000	$7,740,000	$6,440,000	$5,450,000	$3,550,000	$1,970,000	$540,000	$0	$0
	LTFM Fiscal Year Bonded Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Other Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$0	$1,525,000	$950,000	$1,300,000	$990,000	$1,900,000	$1,580,000	$1,430,000	$540,000	$0	$0
	Ending Fiscal Year Fund Balance 06-467-XX	$10,215,000	$8,690,000	$7,740,000	$6,440,000	$5,450,000	$3,550,000	$1,970,000	$540,000	$0	$0	$0

End of worksheet

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/09/2024

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 24 LLC #	Change only if requiring levy adjustments FY 2024	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
1	Type your district number in cell A2 (Minneapolis = 1.2)													
2	Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b													
3	Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33													
4	Look-up data from following tabs													
5	**Initial Formula Revenue**													
6	Current year APU	57		8,748.42	8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)				8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
7	District average building age (uncapped)	401		42.03	40.63	41.63	42.63	43.63	44.63	45.63	46.63	47.63	48.63	49.63
8	Formula allowance			$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	402			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	403		3,324,400	3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
11	**Added revenue for Eligible H&S Projects > $100,000 / site**													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	701			-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	754			-	-	-	-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > $100,000 per site (1A)	700			-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > $100,000 per site (1A)	753			-	-	-	-	-	-	-	-	-	-
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-	-	-
16b	New debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	-	-	-	-	-	-	-	-	-
17	Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	765			-	-	-	-	-	-	-	-	-	-
18	Pay as you go revenue for eligible new H&S projects > $100,000 / site	405	-		-	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible H&S projects >$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	406		-	-	-	-	-	-	-	-	-	-	-
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	766			-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	407			-									
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-	-	-
20d	**Total New Law Revenue (10) + (19) + (20c)**	408			3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/09/2024

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 24 LLC #	Change only if requiring levy adjustments FY 2024	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	Old Formula revenue													
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	409		384,533	384,533	-	-	-	-	-	-	-	-	-
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	700			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-	-
23	Debt Excess allocated to line 22				-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess	763			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	764			-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)	410	-		1,900,000	-	-	-	-	-	-	-	-	-
26b (18)	Pay-as-you-go revenue for H&S projects over $100,000 per site	411			-	-	-	-	-	-	-	-	-	-
27	Old formula alt facilities pay as you go revenue (1B) > $500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	413			-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds	765			-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless	767			2,190,300	2,190,195	-	-	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance))	416			-	-	-	-	-	-	-	-	-	-
29	Total old formula revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)	417		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	-	-	-	-	-	-
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	418		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	419		-	-	-	-	-	-	-	-	-	-	-
32	**District LTFM Revenue (30) - (31)**	420		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	421		-	-	-	-	-	-	-	-	-	-	-
34	**Grand Total LTFM Revenue (32) + (33)**	422		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
	Aid and Levy Shares of Total Revenue													
35	For ANTC & APU, three year prior date			2022	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
36	Three year prior Ag Modified ANTC	35		134,224,665	134,224,665	141,840,810	147,514,443	153,415,021	159,551,621	165,933,686	172,571,034	179,473,875	186,652,830	194,118,943
37	Three year prior Adjusted PU (New Weights)	54		8,850.87	8,850.88	8,892.13	8,813.89	8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
38	ANTC / APU = (36) / (37)	424		15,165.14	15,165.13	15,951.27	16,736.60	17,448.03	18,303.05	19,035.18	19,796.58	20,588.45	21,411.99	22,268.46
39	State average ANTC / APU with ag value adjustment	425		12,230.05	12,230.05	13,617.01	14,207.10	14,848.85	15,443.00	16,061.00	16,703.00	17,371.00	18,066.00	18,789.00
40	Equalizing Factor = 123% of (39)	426		15,042.96	15,042.96	16,748.92	17,474.73	18,264.09	18,994.89	19,755.03	20,544.69	21,366.33	22,221.18	23,110.47
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	427		100.00%	100.00%	95.24%	95.78%	95.53%	96.36%	96.36%	96.36%	96.36%	96.36%	96.36%
42	State (aid) share of Equalized Revenue (1 - (41))	428		0.00%	0.00%	4.76%	4.22%	4.47%	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%
43	Equalized Revenue (lesser of (34) or (6) * (8))	423		3,324,400	3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
44	Initial LTFM State Aid (42) * (43)	429		-	-	157,756	139,921	148,008	120,651	120,705	120,622	120,599	120,627	120,690
45	Old formula Grandfathered Alternative Facilities Aid	431		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
46	Total LTFM State Aid (Greater of (44) or (45))	432		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	435		9,084,447	9,249,644	6,973,406	4,781,374	4,776,439	2,535,477	2,535,477	2,535,477	2,535,477	2,535,477	2,535,477
48	**Debt Service Portion of Revenue (non-grandfather districts)**													
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	763+764+765+766			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-	-
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	767			2,190,300	2,190,195	-	-	-	-	-	-	-	-
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05				-	-	-	-	-	-	-	-	-	-
51	Total Debt Service Revenue = (49) + (50) + (50b)	768			7,742,175	7,750,470	5,558,438	5,553,503	-	-	-	-	-	-
52	Equalized debt Service Revenue (lesser of (43) or (51))	436			3,341,220	3,312,541	3,312,541	3,312,541	-	-	-	-	-	-
53	Debt Service Aid = (52) * (42)	438			-	157,756	139,921	148,008	-	-	-	-	-	-
54	Equalized Debt Service Levy = (52) - (53)	439			3,341,220	3,154,785	3,172,620	3,164,533	-	-	-	-	-	-
55	Unequalized Debt Service Revenue and Levy = (greater of zero or (51) - (50))	440			4,400,955	4,437,929	2,245,897	2,240,962	-	-	-	-	-	-
56	**General Fund Portion of Revenue (non-grandfather districts)**													

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/09/2024

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 24 LLC #	Change only if requiring levy adjustments FY 2024	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
57	Total General Fund Revenue = (34) - (51)	441			2,284,533	-	-	-	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
58	General Fund Equalized Revenue = (43) - (52)	442			-	-	-	-	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
59	Total General Fund Aid = (46) - (53)	443			777,064	619,307	637,142	629,056	777,064	777,064	777,064	777,064	777,064	777,064
60	General Fund Equalized Levy = (58) * (41)	444			-	-	-	-	3,191,890	3,191,836	3,191,919	3,191,942	3,191,914	3,191,851
61	General Fund Unequalized levy = (57) - (58)	445			2,284,533	-	-	-	-	-	-	-	-	-
62	Total General Fund Levy = (60) + (61)	446			2,284,533	-	-	-	3,191,890	3,191,836	3,191,919	3,191,942	3,191,914	3,191,851

Notes:

1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.

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Section 1 Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

Section 2 Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

ISD 709 Duluth Public Schools

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024
SECTION 1

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2023 TO JUNE 30, 2034

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 23, 2024

BUDGET YEAR - ACTUAL FY23 AS OF JUNE 26, 2024 (INCLUDED FOR REFERENCE)

SITE	WORK ITEM DESCRIPTION	PRELIMINARY ACTUAL COST AS OF JUNE 26, 2024
	HEALTH & SAFETY LEVY 2021 (PAY 2022)	***$400,000.00***
DISTRICT WIDE	Health and Safety Management	$154,992.00
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$68,346.00
	HEALTH & SAFETY TOTAL	**$223,338.00**
	LTFM DEFERRED MAINTENANCE LEVY 2021 (PAY 2022)	***$3,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,780,388.00
DISTRICT WIDE	LTFM Compliant Maintenance/Repairs - T&M	$848,924.00
DISTRICT WIDE	District Wide Deferred Interior Painting	$382,211.00
HOMECROFT	Replace un-serviceable door hardware and electronic components	$17,697.00
LAKEWOOD	Replace un-serviceable door hardware and electronic components	$17,697.00
LOWELL	Replace un-serviceable door hardware and electronic components	$17,696.00
LOWELL	Replace failed Bball hoops and bituminous	$4,818.00
STOWE	Replace un-serviceable door hardware and electronic components	$17,696.00
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	$232,331.00
DENFELD	Repair / Perform soil corrections / Reconstruct Track – RETAINAGE & Attorney Fees	$38,376.00
DENFELD	Clock Tower Masonry Restoration $ Clock Tower Roof Replacement	$574,858.00
	LTFM DEFERRED MAINTENANCE TOTAL	**$3,932,692.00**
	LTFM TOTAL LEVY	***$3,700,000***
	TOTAL FY23 LTFM EXPENDITURES	**$4,156,030.00**

BUDGET YEAR - FY24

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2022 (PAY 2023)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	***$400,000***
	LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)	***$2,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
STOWE	Wall Finishes: Paint Interior	$150,000
CONGDON	Renovate playground and surrounding play surfaces	$600,000
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
GARFIELD	Exterior Masonry Repair	$250,000
OEMS	Turf Replacement	$600,000

	LTFM DEFERRED MAINTENANCE TOTAL	**$4,110,000**
	LTFM TOTAL LEVY	***$2,700,000***
	TOTAL FY24 LTFM EXPENDITURES	$4,510,000

BUDGET YEAR FY25

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2023 (PAY 2024)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY25 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR **FY26 CURRENT BOARD APPROVAL YEAR**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2024 (PAY 2025)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY26 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY27

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2025 (PAY 2026)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY27 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY28

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2026 (PAY 2027)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY28 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY29

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2027 (PAY 2028)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY29 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY30

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2028 (PAY 2029)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY30 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY31

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2029 (PAY 2030)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2029 (PAY 2030)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY31 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY32

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2030 (PAY 2031)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2030 (PAY 2031)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY32 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY33

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2031 (PAY 2032)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2031 (PAY 2032)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY33 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY34

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2032 (PAY 2033)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2032 (PAY 2033)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY33 LTFM EXPENDITURES	**$2,575,000**

TOTAL HEALTH & SAFETY EXPENDITURES FY23-FY34	**$4,623,338.00**
TOTAL LTFM DEFFERRED MAINTENANCE EXPENDITURES FY23-FY34	**$24,882,692.00**
TOTAL LTFM EXPENDITURES FY23-FY34	***$29,506,030.00***

ISD 709 Duluth Public Schools

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024

SECTION 2

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY SITE
JULY 1, 2023 TO JUNE 30, 2034

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 18, 2023

CONGDON ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Renovate playground and surrounding play surfaces	$600,000
	FY25 TOTAL	**$600,000**
	10 YR TOTAL	***$600,000.00***

DENFELD HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
	FY30 TOTAL	**$535,000**
	10 YR TOTAL	***$535,000.00***

DISTRICT WIDE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY24 TOTAL	**$2,375,000**
FY25	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY25 TOTAL	**$2,375,000**
FY26	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY26 TOTAL	**$2,375,000**
FY27	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY27 TOTAL	**$2,375,000**
FY28	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY28 TOTAL	**$2,575,000**

DISTRICT WIDE

FY29	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY29 TOTAL	**$2,575,000**
FY30	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY30 TOTAL	**$2,575,000**
FY31	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY31 TOTAL	**$2,575,000**
FY32	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY32 TOTAL	**$2,575,000**
	10 YR TOTAL	***$21,375,000.00***

GARFIELD

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Exterior Masonry Repair	$250,000
	FY24TOTAL	**$250,000**
	10 YR TOTAL	***$250,000***

ORDEAN MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Turf Replacement	$600,000
	FY22 TOTAL	**$600,000**
	10 YR TOTAL	***$600,000.00***

STOWE ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Wall Finishes: Paint Interior	$150,000
	FY24 TOTAL	**$150,000**
	10 YR TOTAL	***$150,000.00***

TOTAL 10 YR LTFM PROJECT EXPENDITURES	***$23,510,000***

R E S O L U T I O N

FY25 Commercial Insurance Renewal

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2025 Commercial Insurance Renewal, is approved.

Resolution B-7-24-4049 July 23, 2024

MarshMcLennan Agency

Business Insurance Proposal

ISD #709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

Presented By: Bob St. Arnold

Presented On: 07/03/2024

Policy Term: 08/01/2024 to 08/01/2025

Proposal Expires On: 08/01/2024

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Marsh & McLennan Agency LLC

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Risk Prevention Service Team

Business Insurance

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Management Liability Group

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Risk & Safety Consulting

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Claims Management

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Dan Nyberg	Claims Analyst	763-548-8866	212-948-9103	dan.nyberg@marshmma.com
Claims In-Box		763-746-8513	**763-548-8994**	**claims@marshmma.com**

Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2023-2024 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2024-2025 PROPOSED RENEWAL PREMIUMS
Package	Liberty Mutual		Liberty Mutual	
Property & Inland Marine		$325,261		$409,428
Crime		$3,988		$4,536
General Liability		$84,771		$94,250
School Leaders E&O		$102,642		$140,776
Law Enforcement Legal Liability		$1,500		$1,500
Automobile	Liberty Mutual	$83,653	Liberty Mutual	$88,187
Workers' Compensation	Dakota Truck	$167,675	Dakota Truck	$146,795
Umbrella	Liberty Mutual	$27,762	Liberty Mutual	$31,632
Cyber	Beazley	$77,280 *$100,000 Deductible*	TMHCC	$37,564.26 *$25,000 Deductible*
Terrorism		Rejected		Rejected
Total Estimated Annual Premium:		**$874,532**		**$954,668**

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. Refer to Surplus Lines Tax Procedure

Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Marketing Results

Listed below are the insurance companies approached to obtain quotations on your insurance program:

CARRIER	COVERAGE	RESULT
Chubb	Property, IM, Crime	$487,094
Hanover	Auto	$185,000
Hanover	GL, SLEO, EPLI, Abuse	$350,000
Various Markets	Cyber Liability	See pg 23

Notable Material Changes in Terms and Conditions

COVERAGE:	EXPIRING TERM	RENEWAL TERM	CHUBB QUOTE
Building and Contents Values:	$572,369,194	$613,185,089	$572,369,194
Computer Hardware Value:	$9,195,615	$9,582,714	$9,195,615
Roof at Actual Cash Value	N/A	All Roofs subject to Actual Cash value except Administration and Transportation Building	N/A
Roof Cosmetic Loss Exclusion	N/A	Applies to Rockridge and Stadum Press Box	N/A
Wind Hail Deductible	$50,000	$100,000 each building	$50,000 (except Ordean and Denfeld @ $100,000 Deductible)
Flood Deductible	$50,000	$100,000	$500,000 @ Portia Drive Locations, Stadium Box, & Consession All other locations @ $100,000
Earthquake Deductible	$50,000	$100,000	$50,000
Named Storm Deductible	N/A	$100,000	N/A
Computer Hardware Deductible	$1,000	$50,000	
Dwellings Under Construction Limit	$100,000	$500,000	
Dwellings Under Construction Deductible	$1,000	$50,000	
Ordinance or Law Coverage	$5,000,000 each for all three coverages parts	$5,000,000 limit including all three coverage parts	
Scoreboards	Scheduled for specific value $1,000 Deductible	Covered under the building up to 1250’ from premises $50,000 Deductible	

AUTO PHYSICAL DAMAGE DEDUCTIBLES: Comprehensive Collision	 $1,000 $1,000	 $2,500 $2,500	
Workers' Compensation:			
Experience Mod	.78	.68	
Payrolls	$78,401,540	$71,072,228	

The above is not inclusive of all material changes in terms and conditions. Please refer to your policies for a complete list.

Loss Control Services

MMA Loss Control Services provided during the 23-24 Policy term:

Update written safety programs for:

- Compressed Gas Cylinder Safety – Storage and Handling
- Hoisting Equipment Safety
- Material Handling & Elevators
- First Aid Basics
- First Aid Responder Responsibilities
- Toolbox Talks

24-25 Loss Control Support:

- Safety programs
- Training
- Tabletop exercises
- Update access to RMC.

RAS Loss Control Services provided during the 23-24 Policy Term

- In February 2024, RAS contacted the new Safety, Health & Environmental Coordinator, Lexie Neff to introduce myself and offer support.
- May 2024: RAS attended the onsite Health & Wellness Fair.
    - Each employee was given a Bingo card to fill with stamps from the various booths for entry into prize drawings, and I brought hot/cold packs to entice folks to my table. Based on the number of packs I distributed (not every attendee took a pack), I estimate I visited with around 80-90 employees individually or in small groups.
    - I asked employees about their work-related safety concerns and then discussed/provided safety tip sheets as were appropriate to their duties and department. I brought a variety of department-specific safety tip sheets on various topics including strain prevention, bite prevention, and slip/fall prevention.
    - I shared several of the reported safety concerns with Lexie in follow-up.
    - I met with Lexie in person onsite and again offered to attend and support her safety committee meetings.
- The Benefits Coordinator, Kinsey Klasnich requested additional safety materials for use in their electronic employee notifications and newsletters.
    - I am working on a summary specific to coping with the emotional and physical responses common in the aftermath of a physical altercation with a student.
    - I will also send our RAS newsletter “quick tips” on slip, trip, and fall prevention.

Named Insureds

ISD #709 Duluth Public Schools

Management Liability:
ISD #709 Duluth Public Schools

Location Schedule

SEE STATEMENT OF VALUES

Property

COVERAGE:
Coverage is provided on a Special Cause of Loss basis subject to all Policy Conditions, Limitations and Exclusions.

BLANKET BUILDINGS AND BUSINESS PERSONAL PROPERTY, COMPUTER HARDWARE	$500,000,000 per loss limit	*Total Values: $622,767,803*
BLANKET BUSINESS INCOME :	$1,122,000	
BLANKET EXTRA EXPENSE	$1,000,000	
EARTH MOVEMENT:	$1,000,000	
FLOOD:	$1,000,000	Excludes High Hazard Flood Zones
EQUIPMENT BREAKDOWN	Included	
DEDUCTIBLE:	$50,000 $100,000 $100,000 24 Hours 72 Hours	Property including computer hardware – all other perils Wind & Hail Deductible Flood & Earthquake Equipment Breakdown waiting period Business Income waiting period
PROPERTY VALUATION:	Replacement Cost Actual Cash Value	Buildings, Contents Roofs (excep Admin & Transportation)
COINSURANCE:	Agreed Amount	Buildings, Business Personal Property and Business Income
BUILDING ORDINANCE & LAW: **OPERATION OF BUILDING LAWS** **DEMOLITION** **INC COST OF CONSTRUCTION**	$5,000,000 Included Included Included	

Crime

COVERAGE - LOSS SUSTAINED FORM	LIMIT	DEDUCTIBLE
Employee Dishonesty – Blanket	$500,000	$250
Forgery Or Alteration	$200,000	$250
Money Orders and Counterfeit Currency	$25,000	$250
Robbery & Safe Burglary – Blanket		
Inside Premises	$5,000	$250
Safe Burglary	$5,000	$250
Outside Of Premises	$5,000	$250
Computer Fraud & Funds Transfer Fraud	$1,500,000	$250
Money & Securities		
Inside The Premises	$5,000	$250
Outside The Premises	$5,000	$250

Inland Marine

COVERAGE	LIMIT
MISCELLANEOUS SCHOOL PROPERTY	$300,000
- subject to a $1000 deductible at Replacement Cost	
Includes: band uniforms and equipment, instruments, theatrical property including scenery and costumes and athletic equipment	
MISCELLANEOUS UNNAMED LOCATIONS	
- subject to a $1000 deductible at Replacement Cost	$100,000
Includes: computer hardware, cellular phones, laptops computers, and other personal electronic devices, cameras, audio/visual equipment whilte in possession of you, our employees or students	
FINE ARTS	$100,000
- $10,000 max per item - Subject to $50,000 deductible at Actual Cash Value	
SIGNS WITHIN 1250’ OF PREMISES	Covered under the building
- subject to $50,000 deductible at Replacement Cost	
DWELLINGS UNDER CONSTRUCTION – Vocational Class- - subject to $50,000 deductible at Replacement Cost - 90 days of coverage from beginning of construction	$500,000
ELECTRONIC DATA PROCESSING- subject to $50,000 Deductible per loss. COMPUTER HARDWARE LIMIT COMPUTER SOFTWARE LIMIT	 $9,582,714 $25,000

Scheduled Equipment

COVERAGE	Limit
Scheduled Equipment	$260,574
Leased/Rented Equipment (was $125,000)	$100,000
COVERAGE:	
Policy provides coverage on a Special Cause of Loss, subject to all policy conditions, limitations and exclusions.	
VALUATION:	ACTUAL CASH VALUE
DEDUCTIBLE:	$1,000

Year	Manufacturer / Model	Description / Type	Serial #	Value
1998	Bobcat		512226974	$10,000
1999	Case		JAF0249069	$12,000
2001	John Deere		TC1600X020392	$18,000
2000	American Made	Pressure Washer		$4,500
2004	John Deere		DW544JZ592759	$90,000
	Bobcat Toolcat		AHG819*357	$52,177
	Bobcat Attachment	Snowblower	713105383	$5,875
	Bobcat Attachment	Broom	B4KZ02234	$4,266
2023	John Deere 3039R		1LV3039RHPN408481	$63,756
			TOTAL:	**$260,574**

- NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

General Liability

COVERAGE - OCCURRENCE FORM	LIMIT
General Aggregate	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage To Premises Rented to You	$100,000
Medical Expense (excluding students)	$5,000
Sexual Misconduct & Molestation Liability – Each Loss / Aggregate	$1,000,000/$1,000,000
Innocent Party Defense	$300,000
Deductible	$10,000
Violent Event Response Coverage – Aggregate	$1,000,000
Violent Event Response Coverage – each personal limit	$25,000
COVERAGE – CLAIMS MADE FORM	**LIMIT**
Employee Benefits Liability - Each Employee	$1,000,000
Employee Benefits Liability - Aggregate	$3,000,000
Retro Date	08/01/2016
Deductible	$1,000

General Liability (Continued)

CLASS CODE	CLASSIFICATION	23-24 PREMIUM BASIS	24-25 PREMIUM BASIS
47471	Public Schools – Grade K-8	5500	5578
47473	Public Schools – Grade 9-12	2713	2606
47469	Faculty Liability for Corporal Punishment of Students	731	823
48924	Swimming Pools – Commercially Operated	$6,000 (S)	$6,000 (S)
48925	Swimming Pools	2 Pools	2 Pools
	Grandstands or Bleachers	4	4
49451	Vacant Land	11.27 acres	11.27 Acres

PREMIUM BASIS CODE:	(S)	Gross Sales	(A)	Area	(P)	Payroll
	(C)	Total Cost	(U)	Unit	(T)	Other

COVERAGE FEATURES:

- Employee Benefit Liability
- Law Enforcement Professional Liability Endorsement - *$1,000,000 limit each wrongful act/$1,000,000 Aggregate, subject to $5,000 Deductible*

COVERAGE EXCLUSIONS/LIMITATIONS *(Exclusions/Limitations included but not limited to the following. Please refer to your policy for a complete list of Exclusions/Limitations)*:

- Pollution Liability Exclusion
- Employment - Related Practices Exclusion
- Professional Liability Exclusion
- Fungi/Mold or Bacteria Exclusion
- Silica Exclusion
- Construction Defects Exclusion

School Leaders Errors & Omissions Liability

COVERAGE – CLAIMS MADE FORM	LIMIT
Each Wrongful Act	$1,000,000
Aggregate	$1,000,000
Deductible – One Wrongful Act	$10,000
Retro Date	08/01/2009
Aggregate Defense Expense Amount – Non-Monetary Relief	$100,000

WHO IS PROTECTED:

Educational Institutions
Trustees, Board Members or Commissioners
Employees and Student Teachers
Volunteer Workers
Administrators

AREAS OF COVERAGE:

Wrongful acts reported during the policy period, subject to policy conditions and exclusions

DEFENSE COSTS:

Defense costs are in addition to the limit of liability for an amount equal to the limit of liability

EXCLUSIONS:

Libel, Slander, Defamation of Character	Intentional Fraudulent, Dishonest or Criminal Acts
Bodily Injury or Property Damage	Asbestos
Sexual Abuse or Molestation of Students	Pollution
Cross Claims or Counter Claims	Lead
Hazardous Properties of Nuclear Material	Punitive Damages
Pending & Prior Litigation	Salary Awards

Automobile

COVERAGE	VEHICLES COVERED	LIMIT
Liability	Any Auto	$1,000,000
Personal Injury Protection	All Autos Subject to No-Fault Laws	Basic
Uninsured Motorist	Owned Autos	$1,000,000
Underinsured Motorist	Owned Autos	$1,000,000
Hired/Non-Owned Liability	Hired/Non-Owned Autos	$1,000,000
Physical Damage		
Comprehensive Coverage	Owned Autos	$2,500
Collision Coverage	Owned Autos	$2,500
Hired Car Physical Damage	Hired Autos	$50,000
Comprehensive Deductible		$2,500
Collision Deductible		$2,500
Garage Keepers (primary)	Comprehensive & Collision Limit	$45,000
	Comprehensive Deductible	$500/$2,500
	Collision Deductible	$500
Coverage Enhancement:	Form #: Auto Extension Endorsement	

COVERED AUTOS: PER ATTACHED SCHEDULE

YEAR	MAKE	MODEL	VIN #	GARAGING LOCATION	COMP	COLL
			See Attached Vehicle Schedule			

NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

Workers' Compensation

EMPLOYER'S LIABILITY:

Bodily Injury by Accident:	Each Accident	$2,000,000
Bodily Injury by Disease:	Per Policy	$2,000,000
Bodily Injury by Disease:	Each Employee	$2,000,000

STATES:

MN
Includes: Other States Coverage except Monopolistic States

SCHEDULE OF OPERATIONS:

STATE	CODE	CLASSIFICATION	23-24 PAYROLL	24-25 PAYROLL
MN	8868	Professional	$72,100,000	$65,195,661
MN	9101	Maintenance/Food Service	$5,150,000	$4,080,697
MN	7382	Bus Drivers	$1,030,000	$1,681,508
MN	8385	Bus Mechanics	$121,540	$114,362
			Manual Premium	$90,943
			Expense Constant	$220
			Terrorism	$7,107
			MN Special Compensation Fund	$7,825
			Claim Handling Fees	$12,700
			Loss Control Fee	$3,000
			MMA Agency Fee	$25,000
			Total Cost of Program	**$146,795**

* This Workers' Compensation policy is subject to an annual audit. The final premium is determined after the audit has been completed.

Cost of program based on $100,000 per claim deductible

Workers' Compensation Renewal Exhibit

Program	2023/2024 $100,000 Deductible	2024/2025 $100,000 Deductible
Aggregate	$440,000	$440,000
Premium	$123,475	$106,095
Claim Handling Fee	$ 16,200	$ 12,700
Loss Control Fee	$ 3,000	$ 3,000
Agency Fee	$ 25,000	$ 25,000
*** Cost of Program**	**$167,675**	**$146,795**
Estimated Payrolls	$78,401,450	$71,072,228
Composite Rate/$100	$ 0.1328	$ 0.128

Projected Cost of Risk as of	8/1/2023	6/15/2024	8/1/2024
Projected Losses within Ded.	$180,324	$ 75,512	$106,608
Cost of Program	$167,675	$167,675	$146,795
Total Cost of Risk	**$347,999**	**$243,187**	**$253,403**

For Comparison:

$2500 Deductible Cost Option	$419,629	$341,279
Guaranteed Cost Option		$378,017

Projected Cost of Risk is based on the most recent 5 years loss history

*cost of program includes RAS fees, MN Special Comp Fund premium, terrorism and expense constant

Workers' Compensation (Continued)

EXPERIENCE MODIFICATION FACTOR HISTORY:

POLICY TERM	EXPERIENCE MOD.
2024-2025	.68
2023-2024	.78
2022-2023	.85
2021-2022	1.38
2020-2021	1.37

Umbrella

LIMIT OF LIABILITY	LIMIT
Each Occurrence	$5,000,000
Annual Aggregate	$5,000,000
Retention	$10,000

COVERAGE:
The policy agrees to *pay on behalf of* the Insured for all sums, which they are obligated to pay as damages resulting from all operations. The Limit of Liability is over the policy limits of the primary insurance.

COMMENTS:

- This policy includes a Fungi/Mold or Bacteria Exclusion.
- Excluded: Law Enforcement Legal Liability
- Excluded: Uninsured & Underinsured Motorists
- Excluded: Cyber Liability

UNDERLYING SCHEDULE:

COVERAGE		LIMIT
General Liability	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products Aggregate	$2,000,000
	Personal and Advertising Injury	$1,000,000
School Leaders E&O	Each Loss	$1,000,000
	Aggregate	$1,000,000
Sexual Misconduct	Each Loss	$1,000,000
	Aggregate	$1,000,000
Automobile Liability	Combined Single Limit	$1,000,000
Employers Liability	B.I. Each Accident	$2,000,000
	B.I. by Disease Policy Limit	$2,000,000
	B.I. by Disease each Employee	$2,000,000
Employee Benefits Liability	Each Employee	$1,000,000
	Aggregate	$3,000,000

Marketing Results – Network Security & Privacy Liability

Listed below are the insurance companies approached to obtain quotations on your insurance program:

Carrier	Best's Rating	Result
Beazley (Incumbent)	A XV	*(Incumbent)* Limit/Retention - $2M/$100K **Premium – $75,000** **Requiring MFA for student access to email**
Chubb	A++ XV	***Indication*** Limit/Retention – $2M/$100K **Premium – $60K-$70K**
Coalition	A XV	*No response*
Cowbell	A XV	Limit/Retention - $1M/$25K **Premium – $36,033.66**
TMHCC (Recommended)	A++ XV	Option 1: Limit/Retention - $2M/$25K **Premium – $36,261** Option 2: Limit/Retention - $2M/$50K **Premium – $32,965**
Travelers	A++ XV	Declined – No MFA for Web Based Email

Secure Best's Ratings Scale

A++ and A+	Superior
A and A-	Excellent
B++ and B+	Very Good

Vulnerable Best's Ratings

B and B-	Fair
C++ and C+	Marginal
C and C-	Weak
D	Poor

Financial Size Category

FSC I	less than 1M	FSC V	10M to 25M	FSC IX	250M to 500M	FSC XIII	1,250M to 1,500M
FSC II	1M to 2M	FSC VI	25M to 50M	FSC X	500M to 750M	FSC XIV	1,500M to 2,000M
FSC III	2M to 5M	FSC VII	50M to 100M	FSC XI	750M to 1,000M	FSC XV	greater than 2,000M
FSC IV	5M to 10M	FSC VIII	100M to 250M	FSC XII	1,000M to 1,250M		

Network Security & Privacy Liability

INSURED:	ISD #709 Duluth Public Schools
INSURER:	Syndicate 2623/623 at Lloyd's – Beazley (***Non-Admitted)***
AM BEST RATING:	A XIV ***(Excellent)***
POLICY FORM:	F00653 (11/17)
POLICY TERM:	August 1, 2024 to August 1, 2025

CLAIMS MADE COVERAGE	2023-2024 EXPIRING	2024-2025 RENEWAL
LIMITS:		
Breach Response*		
Number of Notified Individuals	*250,000*	250,000
Legal, Forensic & Public Relations / Crisis Management	*$ 1,000,000*	$ 1,000,000
Additional Breach Response Costs		
Additional Breach Response Costs	*$ 2,000,000*	$ 2,000,000
First Party Loss		
Business Interruption Loss		
Resulting from Security Breach	*$ 2,000,000*	$ 2,000,000
Resulting from System Failure	*$ 2,000,000*	$ 2,000,000
Dependent Business Loss		
Resulting from Dependent Security Breach	*$ 1,000,000*	$ 1,000,000
Resulting from Dependent System Failure	*$ 1,000,000*	$ 1,000,000
Cyber Extortion	*$ 2,000,000*	$ 2,000,000
Data Recovery Costs	*$ 2,000,000*	$ 2,000,000
Liability		
Data & Network Liability	*$ 2,000,000*	$ 2,000,000
Regulatory Defense & Penalties	*$ 2,000,000*	$ 2,000,000
Payments Cards Liabilities & Costs	*$ 250,000*	$ 250,000
Media Liability	*$ 2,000,000*	$ 2,000,000
eCrime		
Fraudulent Instruction	*$ 250,000*	$ 250,000
Funds Transfer Fraud	*$ 250,000*	$ 250,000
Telephone Fraud	*$ 250,000*	$ 250,000
Criminal Reward		
Criminal Reward	*$ 50,000*	$ 50,000

Network Security & Privacy Liability (Continued)

Policy Aggregate Limit of Liability	*$ 2,000,000*	$ 2,000,000
DEDUCTIBLE: (PER CLAIM)		
Each Incident, Claim or Loss	*$ 100,000*	$ 100,000
Forensic & Public Relations / Crisis Management	*$ 50,000*	$ 50,000
Legal Services Only	*$ 25,000*	$ 25,000
Notified Individuals Threshold	*100*	100
Waiting Period	*10 Hours*	10 Hours
ANNUAL PREMIUM:	***$ 75,000***	**$ 75,000**
Surplus Lines Tax	*$ 2,250*	*$ 2,250*
Surplus Lines Fee	*$ 30*	*$ 30*
TOTAL ANNUAL PREMIUM	***$ 77,280***	***$ 77,280***

RETROACTIVE DATE: Full Prior Acts

CONTINUITY DATE: August 29, 2014

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:
(Per Expiring, Unless Noted)
1. Optional Extension Period and Optional Extension Premium
2. Lloyd's Certificate – No Policy Language
3. Sanction Limitation Clause
4. Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)
5. Radioactive Contamination Exclusion Clause – Liability – Direct (U.S.A.)
6. Lloyd's Security Schedule 2024
7. Asbestos, Pollution, and Contamination Exclusion Endorsement
8. Cap on Losses Arising Out of Certified Act of Terrorism
9. Employee Device Endorsement
10. Amend Definition of Fraudulent Instruction (Artificial Intelligence) – ***NEW***
11. Invoice Manipulation Coverage – $250,000 Sublimit
12. Reputation Loss – $2,000,000 Sublimit
13. Post Breach Remedial Services Endorsement – 100 Hours
14. Amend Data Recovery Costs
15. GDPR Cyber Endorsement
16. Computer Hardware Replacement Cost – $2,000,000 Sublimit
17. Amend Definition of Data
18. Contingent Bodily Injury Endorsement with Sublimit – $100,000
19. Voluntary Shutdown Coverage
20. Cryptojacking Endorsement – $2,000,000 Sublimit
21. Policyholder Disclosure Notice of Terrorism Insurance Coverage
22. Amend Continuity Date (08/01/2018 for $1M excess of $1M)
23. War and Civil War Exclusion
24. First Party Loss Exclusion Amendatory Endorsement
25. MMA Amendatory Endorsement
26. Public Schools Amendatory Endorsement

Network Security & Privacy Liability (Continued)

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM (continued):
27. Catastrophic First Party Loss Amendatory Endorsement (Full Limits)
28. Choice of Law and Service of Suit – New York

SUBJECT TO:
- Completed Acknowledgement Form

PAYMENT TERMS:
- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request

Network Security & Privacy Liability - TMHCC

INSURED:	ISD #709 Duluth Public Schools
INSURER:	*Houston Casualty Company* (TMHCC) ***(Non-Admitted)***
AM BEST RATING:	A++ XV ***(Excellent)***
POLICY FORM:	NetGuard Policy NGP 1000 (4.2020)
POLICY TERM:	August 1, 2024 to August 1, 2025

CLAIMS MADE COVERAGE	2024-2025 OPTION 1	2024-2025 OPTION 2
LIMITS:		
Maximum Policy Aggregate	$ 2,000,000	$ 2,000,000
Third Party Liability		
Multimedia Liability Coverage	$ 2,000,000	$ 2,000,000
Security and Privacy Liability Coverage	$ 2,000,000	$ 2,000,000
Privacy Regulatory Defense and Penalties Coverage	$ 2,000,000	$ 2,000,000
PCI DSS Liability Coverage	$ 2,000,000	$ 2,000,000
Bodily Injury Liability Coverage	$ 250,000	$ 250,000
Property Damage Liability Coverage	$ 50,000	$ 50,000
TCPA Defense Coverage	$ 50,000	$ 50,000
First Party Insuring Agreements		
Breach Event Costs Coverage	$ 2,000,000	$ 2,000,000
Post Breach Remediation Costs Coverage	$ 25,000	$ 25,000
BrandGuard Coverage	$ 2,000,000	$ 2,000,000
System Failure Coverage	$ 2,000,000	$ 2,000,000
Dependent System Failure Coverage	$ 2,000,000	$ 2,000,000
Cyber Extortion Coverage	$ 2,000,000	$ 2,000,000
Cyber Crime Coverage		
Financial Fraud	$ 250,000	$ 250,000
Telecommunications and Utilities Fraud	$ 250,000	$ 250,000
Phishing Fraud Sublimits		
-Your Phishing Fraud Loss	$ 250,000	$ 250,000
-Client Phishing Fraud Loss	$ 250,000	$ 250,000
-Phishing Fraud Aggregate	$ 250,000	$ 250,000
Cyber Crime Aggregate	$ 250,000	$ 250,000
Bricking Loss Coverage	$ 2,000,000	$ 2,000,000
Property Damage Loss Coverage	$ 50,000	$ 50,000
Reward Expenses Coverage	$ 50,000	$ 50,000
Court Attendance Costs Coverage	$ 25,000	$ 25,000
Additional Defense Costs Limit	N/A	N/A
Breach Event Costs Outside the Limit	Included	Included

Network Security & Privacy Liability – TMHCC (Continued)

RETENTION:		
System Failure Waiting Period	8 Hours	8 Hours
Dependent System Failure Waiting Period	12 Hours	12 Hours
BrandGuard Waiting Period	14 Days	14 Days
All Others, Each Claim	$ 25,000	$ 50,000
ANNUAL PREMIUM:	**$ 36,261.00**	**$ 32,965.00**
Policy Fee	$ 195.00	$ 195.00
Surplus Lines Tax	$ 1,093.68	$ 994.80
Stamping Fee	$ 14.58	$ 13.26
Total Annual Premium	**$ 37,564.26**	**$ 34,168.06**

RETROACTIVE DATE: Full Prior Acts

KNOWLEDGE DATE: Inception

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:

1. Amendment of Created or Acquired Subsidiaries Clause
   - Acquisition Threshold: 10%
2. Amendment of Other Insurance Provisions: Excess Insurance
3. Biometric Claims Sublimit
   - $250,000 Each Biometric Claim/$250,000 Aggregate
   - Deductible to Match Policy
   - Full Prior Acts
4. Nuclear Incident Exclusion
5. Policyholder Disclosure Notice of Terrorism Insurance Coverage
6. Service of Suit
7. War and Cyber Operation Exclusion

SUBJECT TO:

- Completed Acknowledgment Form
- Signed Application Dated Within 45 Days of Effective Date
- Completed Question 23 on Application

Non-Admitted Carriers Disclosure

"Non-admitted Carriers" were developed for high-risk or unique exposures which conventional companies refuse to supply. A "Non-admitted Carrier" is not supported by state guarantee funds, meaning that if they fail, your premium and your insurance is probably lost. "Non-admitted Carriers" are generally not subject to regulation by your individual state insurance department therefore, the financial rating for a "Non-admitted Carrier" is of importance.

This proposed insurance coverage is being quoted to you under your State's Surplus Lines Insurance Act. The insurer is an eligible Surplus Lines Insurer, but is not otherwise licensed by your State.

In case of insolvency of the insurer after you purchase the proposed insurance coverage, payment of claims is not guaranteed.

This policy is not included for coverage under your State's Insurance Guaranty Association.

Name of Insurer: Houston Casualty Company

I have read the foregoing notice and received a copy for my records this _____ day of _____.

Signature: _____ *Date:*_____

Minimum Earned & Deposit Premiums

We are providing clarification of the following terms as they are often misunderstood.

Minimum and Deposit

This is the amount of premium due at inception. Although the policy is “ratable” that is, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

Credit Policy

Marsh & McLennan Agency strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

- All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.
- For direct bill policies: Notices you receive from your insurer regarding past due premiums or cancellations due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). Because your bill comes directly from your insurer, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Terrorism Risk Insurance Act

Effective November 26, 2002, Terrorism coverage provided by the Terrorism Risk Insurance Act of 2002 (TRIA) was made available in your policy(ies). In 2007, the federal government signed the version that was passed by the Senate and House. The bill eliminates the distinction between foreign and domestic acts of terrorism and otherwise keeps the program in tact under roughly its current terms through December 31, 2027.

The premium charged for the terrorism coverage is outlined below:

COVERAGE	PREMIUM IF PURCHASED
Property	$2,457
General Liability	$1,406
Law Enforcement Legal	$15
School Leaders E&O	$1,423
Workers' Compensation (Cannot reject coverage)	$7,107
Umbrella/Excess	$791

- With the exception of Workers' Compensation, the Act gives you the right to reject the offer of terrorism coverage. You may waive such coverage by signing a written statement. (See Affirmation Waiver from insurance company.)

- The Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) retains most of the provisions of the original program, however, the following coverages are not included under the federal program.
    - Commercial Automobile, Garage Liability, Dealer's Blanket, Professional Liability Surety/Crime, Burglary & Theft and Farm Owner's Multi-Peril.

NOTE:

- Actual coverage provided by your policy for acts of terrorism, as defined in the Terrorism Insurance Act of 2015 are limited by the terms, conditions, exclusions, limits, other provisions of your policy, and/or any endorsements to the policy and are subject to applicable laws.

Compensation Disclosure & Limitation of Liability

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **https://mma.marshmma.com/non-us-affiliates**. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.

- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

Compensation Disclosure & Limitation of Liability (Continued)

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html.**

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed one times annual revenue, and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev March 15, 2024

Disclaimer

No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. Refer to the actual policy for complete information on the coverages provided. If there is a conflict between the policy and this summary, the provisions of the policy shall govern.

This proposal contains a brief outline of coverages and not a complete explanation of insurance being presented. It is intended to provide a summary of coverage for your review. Only the policy itself can provide a detailed description of the terms conditions, exclusions and endorsements of coverage. A complete specimen policy form will be made available upon your request. For details of coverage refer to the policy itself when issued. This document is neither a binder nor a legal interpretation of the insurance coverage.

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, please contact us as questions arise and or exposure changes occur. We must discuss how they affect your insurance program.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to another state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

Your insurance program will only be as good as the communication between your organization and Marsh & McLennan Agency.

Best Financial Rating

COMPANY	A.M. BEST RATING	WEBSITE	RATING DATE
Accident Fund	A XIV	www.accidentfund.com	12/7/2022
Acuity	A+ XV	www.acuity.com	1/25/2023
Affiliated FM Insurance Co.	A+ XV	www.affiliatedfm.com	1/127/2023
Allied Insurance Group	A+ XV	www.alliedinsurance.com	12/1/2022
American Compensation Ins Co. (RTW)	A XV	www.rtw.com	7/27/2022
American Interstate	A IX	www.amerisafe.com	7/14/2022
Capitol Indemnity	A VIII	www.capitolindemnity.com	1/10/2023
AXA XL / Catlin	A+ XV	www.xlcatlin.com	11/9/2022
AIG	A XV	www.aig.com	12/16/2022
Chubb	A++ XV	www.chubb.com	12/1/2022
Cincinnati Insurance Company	A+ XV	www.cinfin.com	2/9/2023
CNA	A XV	www.cnacentral.com	8/4/2022
Community Insurance Corporation	Not Rated	www.communityinsurancecorporation.com	N/A
Continental Western	A+ XV	www.continentialwestern.com	6/1/2023
Crum & Forster	A XV	www.cfins.com	7/14/2022
Dakota Truck Underwriters (member of Dakota Group)	A- VIII	www.rascompanies.com	7/27/2022
EMC	A XIV	www.emcinsurance.com	12/21/2022
Fidelity & Deposit of Maryland	A+ XV	www.zurichna.com	10/21/2022
Firemans Fund	A+ XV	www.firemansfund.com	3/8/2023
Hanover	A XV	www.hanover.com	6/22/2023
Harleysville	A+ XV	www.harleysvillegroup.com	12/1/2022
Hartford	A+ XV	www.thehartford.com	8/25/2022
Hartford Steam Boiler	A++ XI	www.hsb.com	7/29/2022
Indiana Insurance (member of Liberty Mutual)	A XV	www.indiana-ins.com	7/27/2022
Indiana Lumbermens Mutual	A- VIII	www.plmilm.com	6/16/2022
Lexington	A XV	www.intactspecialty.com	12/16/2022
Liberty Mutual	A XV	www.aig.com	7/27/2022
Markel	A XV	www.libertymutualgroup.com	9/30/2022
Medmarc	A XIII	www.markelcorp.com	5/23/2023
Intact / Atlantic Specialty	A+ XV	www.medmarc.com	5/18/2023
Pennsylvania Lumbermens Mutual	A- VIII	www.plmins.com	6/16/2022
Philadelphia	A++ XV	www.phly.com	12/14/2022
QBE	A XV	www.qbena.com	5/5/2023
SFM	A- IX	www.sfmic.com	4/18/2023
Society Insurance	A- VIII	www.societyinsurance.com	6/23/2023
Travelers	A++ XV	www.travelers.com	7/29/2022
United Fire & Casualty	A- X	www.ufginsurance.com	8/18/23
United Heartland (see Accident Fund)	A XIV	www.accidentfund.com	12/7/2022
Virginia Surety	A XIV	www.assurant.com	8/26/2022
Wausau (member of Liberty Mutual)	A XV	www.wausau.com	7/27/2022
West Bend Mutual Insurance/NSI	A XIV	www.thesilverlining.com	6/14/2023
Western National Mutual Insurance Company	A+ XI	www.wnins.com	8/12/2022
Westfield National Insurance Company	A XV	www.westfieldinsurance.com	1/31/2023
Zurich	A+ XV	www.zurichna.com	10/21/2022

Secure Best's Ratings Scale

A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++ and C+	Marginal
B++ and B+	Very Good	C and C-	Weak
		D	Poor

Vulnerable Best's Ratings

Financial Size Category (per million)

FSC I less than 1	FSC V 10 to 25	FSC IX 250 to 500	FSC XIII 1,250 to 1,500
FSC II 1 to 2	FSC VI 25 to 50	FSC X 500 to 750	FSC XIV 1,500 to 2,000
FSC III 2 to 5	FSC VII 50 to 100	FSC XI 750 to 1,000	FSC XV greater than 2,000
FSC IV 5 to 10	FSC VIII 100 to 250	FSC XII 1,000 to 1,250	

Minneapolis
6160 Golden Hills Drive
Minneapolis, MN 55416
(763) 746-8000

Duluth
332 West Superior St., Suite 700
Duluth, MN 55802
(218) 722-7753

Grand Rapids
520 NE First Ave Suite 2
Grand Rapids, MN 55744
(218) 248-8396

Hibbing
2226 1st Avenue
Hibbing, MN 55746
(218) 262-6611

Virginia
820 9th St N, Ste 100
Virginia, MN 55792
(218) 248-8396

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
District Service Center	Kala Pedersen (Essentia Health)	$500.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Jnana Hand	$25.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Jason Wiederin	$100.00	Unity In Our Community	
District Service Center	Duluth Texas Roadhouse	$250.00	Unity In Our Community	
East HS	Irving Community Association	$3,000.00	Youth Leadership Conference	
East HS	Susan L Coen	$250.00	Duluth HOSA	
East HS	Shake It West Duluth - Tanya Templer	$125.00	Duluth HOSA	
East HS	Quin Flaig	$250.00	Duluth HOSA	

East HS	David Haugen	$100.00	Duluth HOSA	
East HS	RW Fern Associates Inc	$50.00	Duluth HOSA	
Lincoln Park MS	Christian Eggert Violins	In-kind	Orchestra	Donated a cello for LPMS Orchestra
Piedmont ES	Roberta Klekotka	$700.00	$250.00 for Jennifer LaBoone's classroom, $250.00 for Heidi Owens' classroom and $200.00 for Maya Vukelich's Social Worker fund	

HUMAN RESOURCES ACTION ITEMS FOR: July, 23, 2024

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BAKKEN, TARA N	GRADE 5 TEACHER/MYERS-WILKINS, (MA) IV 8, 1.0, LATSCHER K. TRANSFER	08/26/2024
BENOIT, TAMARA A	LTS SPED RESOURCE TEACHER/ORDEAN, (BA) III 8, 1.0, ARTIM B. PARENTAL LEAVE TEMP POSITION	08/26/2024
BRITTON, KATIE J	ELEMENTARY SCHOOL PRINCIPAL/PIEDMONT, 44WK, $116,889.00, SHERMOEN B. RESIGNED	08/12/2024
BROIDO, ALESSANDRO K	SPANISH IMMERSION GRADE 4/LOWELL, (MA+30) IV 7, 1.0, THEIS G. TRANSFER	08/26/2024
HUDYMA, JENNIFER A	ECFE EARLY CHILDHOOD TEACHER/PARENT EDUACATOR/PIEDMONT, (BA) III 8, 0.475	08/26/2024
KEOGAN, RACHEL A	ENGLISH LANG. ARTS, IMMERSION SPECIALIST TOSA/LOWELL, (MA) IV 9, 1.0, RECKER C. TRANSFER	08/26/2024
KIEHN, TUCKER D	BUSINESS ED TEACHER/ORDEAN EAST, (MA+15) IV 8, HUGHES D. RESIGNED	08/26/2024
NELSON, HAAKON P	GRADE 3/LAURA MACARTHUR, (MA+45) IV 9, MCKECHNIE K. TRANSFER	08/26/2024
NELSON, STEPHANIE ANN-PASEK	SKILLS FOR SUCCESS TEACHER/LINCOLN PARK, (BA+15) III 4, 0.6,	08/26/2024
NELSON, STEPHANIE ANN-PASEK	SOCIAL STUDIES TEACHER/LINCOLN PARK, (BA+15) III 4, 0.4	08/26/2024
NESTOR, FAITH E	PRESCHOOL/HEAD START/PIEDMONT, (BA) III 8, 1.0, FARNHAM D. RETIRED	08/26/2024
SAUMER, JAYSA L	ELEMENTARY MUSICA SPECIALIST/MYERS-WILKINS/ROCKRIDGE, (BA) III 6, 1.0, VANALST M. RESIGNED	08/26/2024
THOMPSON, CARRIE L	ELEMENTARY PRINCIPAL/LAURA MACARTHUR, 44WK, $116,889.00, ERICKSON J. RESIGNED	08/12/2024
WALKER, JULIE A	PRESCHOOL/PIEDMONT HEAD START, (MA) IV 9, 1.0, GONZALEZ K. DISPLACED	08/26/2024
WEBER-LARIONOVA, TATYANA M	GERMAN TEACHER/LINCOLN PARK, (MA) IV 9, 0.2	08/26/2024

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
BURNHAM, BERNADETTE B	UNION REPRESENTATIVE/ADMIN	07/01/2024 09/30/2026
TRUITT, ADAM W	DEAN OF STUDENTS/LINCOLN PARK	08/26/2024 06/06/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JACKSON, RACHEL D	ELEMENTARY PRINCIPAL - MYERS-WILKINS ES	06/30/2024
REUL-MONSON, SARA A	GRADE K - LAKEWOOD ES	06/07/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BRADFISH, ASHLEY M	CERTIFIED INTERPRETER PARA/DISTRICT WIDE, 32.5/38WKS, $35.72/HR, SOMROCK S. RETIRED	08/26/2024
JAROS, JILLIAN M	JOB COACH PARA/DSC, TRANSPORTATION, UP TO 52 HRS/$18.85/HR	07/01/2024
LINDULA, RICHELLE M	INSTRUCTIONAL PARA/LAURA MACARTHUR. 31.25/38WKS, $18.78/HR,	08/26/2024
MEINTZ, ANNA L	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, $20.49/HR, MAXIM K. RESIGNED	08/26/2024
PAVLICH, COURTNEY T	SPED PROGRAM PARA/LAURA MACARTHUR, 31.25/38WKS, $21.42/HR, HIBBS J. TRANSFER	08/26/2024
SHINN, MIRANDA K	SPED LPN PARA/LAURA MACARTHUR, 32.5/38WKS, $25.26/HR,	08/26/2024
WIRTA, VANESSA L	CUSTODIAN I/LAURA MACARTHUR, 40/52WKS, $17.52/HR,	06/17/2024

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES
BLINDAUER, BRETT M	SPED PROG PARA SETT III/IV - LESTER PARK	05/28/2024 06/28/2024
MCNULTY, JOHN J	UTILITY II - DW	06/03/2024

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
COOKE, GAIL C	CHLD NUTRITION SRVS ASST - LAKEWOOD ES	06/06/2024
ERICKSON, BRIAN A	SUPERVISORY PARA - DENFELD HS	06/07/2024
KINNEAR, MITCHELL L	SECOND SHIFT ENG II - DENFELD HS	06/14/2024
LAUGER, RICHARD H	CHLD NUTRITION SRVS ASST - LINCOLN PARK MS	06/06/2024
LOUGH, TRICIA Y	OSSS SPECIAL SERVICES - DSC	07/12/2024
MCDONALD, KEELY A	CHILD NUTRITION SVCS ASST - ORDEAN-EAST MS	06/07/2024
MOLL, KRISTEN L	CHLD NUTRITION SRVS ASST - MYERS-WILKINS ES	06/06/2024

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
MARCESKI, TERRI LEE	OSS RESIDENTIALS-MERRITT CREEK ACADEMY	09/13/2024

Facility Use Fee Schedule

	Priority Classifications			
	CLASS I	**CLASS II**	**CLASS III**	**CLASS IV**
	District Use	Duluth Youth Organizations, Governmental, Municipally, Local Colleges and Universities	Tournaments, Non-Profits, Non-Duluth Youth Organizations	Commercial Groups
Elementary School Spaces	**No Charge**			
Cafeteria		$5.00	$15.00	$25.00
Classroom		$5.00	$10.00	$20.00
Special Use Classroom (Art, Music, Fitness)		$5.00	$15.00	$30.00
Field		$0.00	$0.00	$50.00
Gym		$5.00	$15.00	$30.00
Media Center		$5.00	$15.00	$25.00
Kitchen*		$20.00	$30.00	$50.00
Parking Lot		$0.00	$0.00	$50.00
Playground		$0.00	$0.00	$50.00
Secondary School Spaces	**No Charge**			
Cafeteria/Commons		$10.00	$20.00	$30.00
Classroom		$5.00	$10.00	$20.00
Special Use Classroom (Art, Music, Fitness)		$5.00	$15.00	$30.00
Gym		$15.00	$30.00	$75.00
Locker Rooms		$5.00	$15.00	$30.00
Media Center		$5.00	$15.00	$25.00
Kitchen*		$20.00	$30.00	$50.00
Parking Lot		$0.00	$0.00	$50.00

Stadiums* (Marv Heikkinen Field at Denfeld HS, Ordean Stadium at East HS)	**No Charge**			
Full Use Stadium		$150.00	$150.00	$175.00
Only Field Use		$35.00	$35.00	$70.00
Scoreboard		$25.00 / day		
Lights		$25.00 / day		
Sound System		$25.00 / day		
Team Rooms		$25.00 / day		
Washrooms		$50.00 / day		
		$50.00 / day		
Fields*	**No Charge**			
OEMS and LPMS Turf		$20.00	$35.00	$50
Laura MacArthur Tennis Courts		$10.00	$15.00	$35
Duluth East HS Baseball Field		$50.00	$50.00	$70.00
		Summer Season Rental: $750		
Auditoriums*	**No Charge**			
Denfeld HS		$15.00	$120.00	$300.00
East HS		$15.00	$115.00	$280.00
Ordean MS		$15.00	$60.00	$150.00
Lincoln Park MS		$15.00	$60.00	$150.00
Microphones		$20.00 / day		
Spot lights		$30.00		
Organ		$60.00		
Computer Projector		$20.00 / day		
Orchestra Shell		$100 / day		
Choral Risers		$50.00 / day		
Grand Piano		$150 / day (included tuning)		
Pools*	**No Charge**			
OEMS and LPMS		$25.00	$50.00	$75.00
Scoring Table and Clock - Flat Rate		$10.00	$20.00	$35.00

Personnel Fees		
	Mon - Sat	Sundays/ Holidays
Custodial Services	$45.00	$55.00
Food Services	$25.00	$30.00
Computer Tech	$25.00	$30.00
Auditorium Site Manager	$35.00	$45.00
Auditorium Tech	$50.00	$60.00
Stage Hand	$20.00	$30.00
Lifeguard	$15.00	$20.00
Gate Attendant (multi-purpose fields)	$50.00 flat	$50.00 flat
Site Manager (other than auditorium and baseball field)	$25.00	$35.00
Baseball Field Site Manager (site management and field maintenance)	$75.00 per game	
Electrician (if needed/auditorium)	$300.00 flat	$360.00 flat

For a full description of all procedures and requirements, see the Facility Use Guide.

Facility Use Fee Waiver

Our district is committed to ensuring equal access for all community groups, regardless of financial constraints. Therefore, we offer a fee waiver program for groups who are unable to pay the standard facility use fees. To apply for the fee waiver, groups must submit the fee waiver found on our Facility Use website outlining their financial need and the purpose of their facility use. We believe that every group deserves the opportunity to access our facility and contribute to the vibrancy of our community. By offering this fee waiver program, we hope to create a more inclusive and supportive environment for all.
Questions can be sent to facilitiesrequest@isd709.org.

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

This AGREEMENT is made and entered into this 12th day of June 2024, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Ordean East Middle School** located at 2900 E. 4th St., Duluth, Minnesota 55812, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, [redacted] (hereinafter referred to as **STUDENT**).

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

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

I. RESPONSIBILITIES OF BAYADA

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

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

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

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

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

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

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

E. Insurance.

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

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

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

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

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

II. RESPONSIBILITIES OF SCHOOL

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

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

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

D. Insurance.

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

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

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

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

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

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

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $72.00/hour for RN or $62.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

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

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

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **July 1, 2024** and will remain in effect through **June 30, 2025**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

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

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

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

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

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

V. ADDITIONAL TERMS

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

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

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

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

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

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

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

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

Date: 06.13.2024

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

Date: 6/18/24

Jason Crane

Signing with authority for
Ordean East Middle School

01E005 416 740 394 000

6/25/24

99

USE AND MAINTENANCE AGREEMENT

THIS USE AND MAINTENANCE AGREEMENT ("Agreement") is by and between Independent School District No. 709, Duluth Public Schools (the "District"), the Gary New Duluth Development Alliance (the "Alliance"), and the City of Duluth (the "City"), collectively referred to as "the Parties."

WHEREAS, the District owns a set of bleachers, as pictured in the attached Exhibit A (the "Bleachers") located on the District-owned property referred to as Stowe Elementary, located at 715 101st Avenue West Duluth, MN 55808 ("District Property").

WHEREAS, the City owns the property directly adjacent to the District Property, located at 801 101st Avenue West Duluth, MN 55808 ("City Property");

WHEREAS, the City Property includes recreational fields and other recreational facilities;

WHEREAS, the Alliance and the City are parties to a Use and Maintenance Agreement ("City Use Agreement") relating to the City Property, which is set to expire on December 31, 2025, which governs the Alliance's use of the City Property.

WHEREAS, the District recognizes that the Bleachers are currently underutilized by the District and may be better utilized to serve the interests of community, District students, and the public at large by being used as part of the Alliance's programming.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE TO THE FOLLOWING:

I. TERM.

Notwithstanding the date of execution, this Agreement shall be deemed to commence on July 1, 2024, and shall expire at the end of the day on June 30, 2029, unless terminated earlier as set forth herein.

II. GRANT OF RIGHTS.

1. Subject to the terms and conditions of this Agreement, the District grants the Alliance the exclusive right to transport from the District Property to the City Property, use, and maintain the Bleachers, at no charge, for community-related purposes pursuant to the Alliance's mission. Neither the Alliance nor the City may move the Bleachers from the City Property to a different location other than returning the Bleachers to the District Property.

2. The Alliance shall be responsible for transporting the Bleachers to and from the District Property to the City Property, and inspecting, maintaining, and repairing the Bleachers during the term of this Agreement.

3. The District makes no representations or warranties, express or implied, that the Bleachers are suitable for any reasons. The Alliance accepts the Bleachers in "as is" condition, without any representations or warranties.

4. The District shall not charge the Alliance a usage fee in relation to this Agreement. The consideration for this Agreement shall be the public benefits provided by the Alliance in maintaining and utilizing the Bleachers for public recreational purposes, and the mutual promises set forth in this Agreement.

5. The Alliance shall maintain the Bleachers in good order and condition and state of repair in compliance with all applicable laws, regulations and codes, all to be performed at the Alliance's sole expense.

6. All parties expressly agree that at no point will the Bleachers, which are the personal property of the District, be owned by the Alliance, the City, or any entity other than the District. The Bleachers shall remain the sole property of the District through the life of this Agreement, and shall remain the sole property of District upon the return of the Bleachers to the District.

III. TERMINATION OR EXPIRATION OF AGREEMENT.

1. Abandonment, Disrepair, or Destruction.

A. The District may terminate this Agreement with fifteen (15) days' written notice to the Alliance if the District determines the Alliance has abandoned its use of the Bleachers, failed to perform necessary maintenance or repairs of the bleachers, or the Bleachers are destroyed in whole or in part.

B. Furthermore, the expiration of the City Use Agreement without any subsequent written agreement between the City and Alliance allowing for the Alliance's use of the City Property constitutes abandonment of the Bleachers. No later than 14 days after the expiration of the City Use Agreement, due to breach or expiration, the Alliance shall transport the Bleachers to the District Property.

2. For Convenience. Any party may terminate this Agreement without cause by providing at least forty-five (45) calendar days written notice to the other party.

IV. SURRENDER POSESSION AND RETURN OF PROPERTY.

Upon termination or expiration of this Agreement, whichever occurs first, the Alliance shall surrender possession of the Bleachers to the District in as good condition and repair, normal wear and tear excepted. Alliance shall transport the Bleachers back to the District Property in the location from which Alliance first removed the Bleachers, unless directed by the District in writing to return the Bleachers to a different location.

V. HOLD HARMLESS AND INDEMNIFICATION.

The Alliance shall be responsible for any losses or damages whatsoever caused by the acts of the Alliance, or its employees, agents, participants, volunteers, or invitees. The Alliance agrees to defend, indemnify, and hold harmless the District and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damages and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the District or the Alliance, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the Alliance, arising out of, related to or associated with the use, maintenance or operation of the Bleachers by the Alliance or performance of its obligations under this Agreement. Promptly after receipt by the District of notice of the commencement of any action with respect to which the Alliance is required to indemnify the District, the District shall notify the Alliance in writing of the commencement thereof, and, subject to the provisions of this Agreement, the Alliance shall assume the defense of such action, including the employment of counsel satisfactory to the District and the payment of expenses. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

VI. INDEPENDENT RELATIONSHIP.

Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Alliance or its members or employees as agents, representatives or employees of the District for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

VII. INCIDENT REPORTS.

The Alliance shall promptly notify the District in writing of any injury, loss, or damage to the Bleachers or any injury, loss, or damage arising out of or otherwise relating to the Bleachers during the Term.

VIII. GENERAL TERMS AND CONDITIONS.

1. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within St. Louis County, Minnesota.

2. The Alliance shall not assign or transfer any rights or obligations under this Agreement.

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

4. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person, organization, or business shall have the right to make claim that they are a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties.

5. This Agreement and its exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements between the parties relating to the subject matter hereof.

6. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

7. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by the officers of the parties will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH PUBLIC SCHOOLS

_____

By: _____
Its: _____

GARY NEW DULUTH DEVELOPMENT ALLIANCE

_____

By: _____
Its: _____

CITY OF DULUTH

_____

By: _____
Its: _____

EXHIBIT A

DEPICTION OF BLEACHERS

AMENDMENT

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY,** 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as **"DISTRICT"**, for the performance period of September 1, 2024 through July 31, 2026.

W I T N E S S E T H

WHEREAS, the County has established Contract No. 17415 with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282; and

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

WHEREAS, the County wishes to continue mentor services with District, without contracted C&C Coordinator services since District has its own C&C Coordinator, with all other duties remaining the same; and

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

SERVICES TO BE PROVIDED

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

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

COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:

   3.1 15 FTE mentors.

   3.2 The maximum amount to be paid under this Agreement shall not exceed $2,648,566.10.

Duluth Public Schools new grand total contract max $2,648,566.10				
2021		$ -	actuals	
2022		$ 471,725.97	actuals	
2023		$ 635,772.59	actuals	
Jan-Mar		$ 195,674.19	actuals	
Apr-Aug		$ 326,123.65	estimated	
Sept 2024-Aug 2025		$ 629,965.70	projected	county share
Sept 2025- July 2026		$ 389,304.00	projected	county share
		$ 2,648,566.10		

3.3 County shall allocate additional ARPA funds to districts/schools through contract amendments, paying 70% of the cost of Check and Connect in the 2024-25 school year and 40% of the cost of ongoing mentors in the 2025-26 school year. Districts will pay the remaining percentage.

County has outlined, in the table above, the total amount of funds approved to each district/school across the 5 years, less any unspent funds by the district/school (due to a variety of reasons including unfilled positions), the additional amount to be received by the County consistent with the budget submitted for year 4 (2024-25 school year) and year 5 (2025-2026 school year). Please note that the additional amounts received from the County incorporate past years allocated but unspent funds, projected spending for the remaining quarter, and the cost share percentage for the upcoming two years.

In summary:
County share for FY25 $629,965.70
County share for FY26 $389,304.00
New contract maximum FY21-24 $1,629,296.40
New contract maximum FY21-26 $2,648,566.10

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

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDNENT, said AMENDMENT and performance period being effective from September 1, 2024, through July 31, 2026.

DISTRICT

_____
Jill Lofald
School Board Chair

Date:_____

Federal Tax ID #41-6003776

COUNTY OF ST. LOUIS

_____
Keith Nelson
Board Chairperson

Date:_____

_____
Linnea B. Mirsch
Public Health & Human Services Director

Date:_____

_____
Nancy Nilsen
Auditor

Date:_____

Approved as to form and execution:

_____
Benjamin M. Stromberg
Assistant County Attorney

Date:_____

PS /ah

EXHIBIT B
BUDGET

2024-25

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	$83,050	$0.00	$83,050	Paid By District
	Benefits	$48,600	$0.00	$48,600	Paid By District
	Technology	N/A			Extra Grant Supports
	Supplies	$350	$245.00	$105.00	
	Dues				
	Food & Family Engagement	$350	$245.00	$105.00	
	Travel, Professional Development & Milea	$3,000	$2,100	$900	
	University of MN - Technical Assistance	$1,816	$1271,20	$544.80	$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	$885,000	$619,500	$265,500	
	Technology				Extra Grant Support-(24/25)
	Supplies	$3,000	$2,100	$900	
	Training / Professional Development	$1,935	$1,354.50	$580.50	Annual Conference
	Food & Family Engagement	$3,000	$2,100	$900	
	Travel & Mileage	$1,500	$1,050	$450	
	Annual Budget	$1,031,601.00	$629,965.70	$455,507.50	
	01 E 005 740 246 ___ 000				
	CHECK & CONNECT: SLC GRANT -				

2025-26

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	$85,542	$0.00	$85,542	Paid By District
	Benefits	$51,030	$0.00	$51,030	Paid By District
	Technology	N/A	0		Extra Grant Supports
	Supplies	$350	$140.00	$210.00	
	Dues				
	Food & Family Engagement	$350	$140.00	$210.00	
	Travel, Professional Development & Milea	$3,000	$1,200	$1,800	
	University of MN - Technical Assistance	$1,816	726.4	$1,089.60	$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	$955,809	$382,323.60	$573,485.40	
	Technology	$2,500	$1,000	1500	Check & Connect App
	Supplies	$3,000	$1,200	$1,800	
	Training / Professional Development	$1,935	$774.00	$1,161.00	Annual Conference
	Food & Family Engagement	$3,000	$1,200	$1,800	
	Travel & Mileage	$1,500	$600	$900	
	Annual Budget	$1,109,832.00	$389,304.00	$720,528.00	

EXHIBIT C
UNIFORM GUIDANCE

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

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220B

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through July 31, 2026

Amount of Federal Funds Obligated: $2,648,566.10

Total Amount of Federal Funds committed: $2,648,566.10

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

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

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

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

Closeout requirements:

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of July, 2024

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Udac, Inc.

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Udac, Inc. (the "Parties") entered into the contract (the "Contract") dated December 1, 2021, for the purpose of Early Childhood Screening Program.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $31,000.00.
    b. This amendment would increase the not to exceed amount to $45,340.00.
    c. This amendment will result in a cost of $14,340.00 for FY25.

No Other Change

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

Miscellaneous Terms

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

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

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

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

Contractor Signature SSN or EIN Date 07/01/2025

Program Director Date

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

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

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

04	E	005	583	354	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO/Superintendent of Schools/Board Chair Date 7-1-24

ISD 709
DULUTH PUBLIC SCHOOLS
AUG 16 2022
APPROVED BY
THE SCHOOL BOARD

LEASE AGREEMENT

TOTAL AMOUNT: $31,000

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as **"TENANT"**, and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as **"LANDLORD"**.

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 (**"Building"**), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES.**

The LANDLORD grants and TENANT accepts the lease of the following described space (**"Leased Premises"**) located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately **2500** square feet in the "BUILDING"

Location:	Size:	Use:
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

2. **TERM.**

The term of this Lease Agreement shall commence on **December 1, 2021** (**"Commencement Date"**), and end on **June 30, 2022**, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

3. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of $1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	**Monthly Payment**	**Total due over Term**
December 1, 2021 – June 30 1, 2024	$1000	
Total		$31,000

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

4. **USE.**

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD's prior written consent for each instance.

5. **TERMINATION.**

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.

b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities

6.2. Janitorial and Trash Removal Service – Maximum of Weekly

6.3 Hazardous Waste Removal and Disposal

6.4 Maintenance

6.5 Repairs

6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

7. DUTIES OF TENANT.

7.1. The TENANT agrees to:

7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
7.1.2. Observe energy conservation practices to prevent waste of utilities.
7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
7.1.4. Secure and protect leased premises areas.
7.1.5. Seek approval to install or place signage in areas outside of the leased premises. *Subject to approval by LANDLORD.
7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

8. **ALTERATION OF LEASED PREMISES.**

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD..

9. **ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. **LANDLORD ACCESS.**

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.** TENENT will provide a current Certificate of Liability Insurance to LANDLORD.

12. **LIABILITY.**

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. **PERSONAL PROPERTY RISK.**

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

14. **DAMAGE BY FIRE OR OTHER CASUALTY.**

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

15. **HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18. **BUILDING AND LEASED PREMISES ACCESS AND HOURS.**

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

19. **NOTICES.**

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

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

By: Catherine Erickson
Catherine Erickson

Its: Chief Financial Officer
Chief Financial Officer

Date: July 28, 2022

LANDLORD: Udac, Inc.

By: Karen D. Herman
Karen Herman

Its: Executive Director
Executive Director

Date: July 28, 2022

Invoice

Date	Invoice #
7/28/2022	ISD -rent-202

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

Hours	Description	Date	Rate	Amount
7	Rental Space	12/1/2021-6/30/2022	$1,000.00	$7,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $7,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

Invoice

Date	Invoice #
7/28/2022	ISD -rent-201

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

reoccuring monthly rental payment
July 1, 2022 - June 30, 2023
Due by the 10th of each month

Hours	Description	Date	Rate	Amount
1	Rental Space	7/1/2022-6/30/2023	$1,000.00	$1,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $1,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

2025-26 Budget Reduction and Reallocation Timeline

*All dates and corresponding activities are subject to change as FY26 budget process evolves.

June 2024

Date	Event
June 10, 2024	Share Draft Process with Duluth Leadership Team and Solicit Input
June 13, 2024	COW - Share Process with Board and Solicit Input
June 2024	Revise Process based on Admin and Board Input
June 2024	Draft Parameters, Identify Reduction Targets, Design Stakeholder Input Structures

July 2024

Date	Event
July 2024	Initial planning and framework setting with senior leadership (internal)
July 9, 2024	HR/Business Services
July 23, 2024	Regular School Board

August 2024

Date	Event
August 2024	Continue initial planning and framework setting with senior leadership (internal)
August 2024	Regular board small group meetings for budget reductions and reallocations
August 15, 2024	COW
August 12, 2024	HR/Business Services
August 20, 2024	Regular School Board
August 2024	Board Budget Work Session

September 2024

Date	Event
September 2024	Principals and department leadership meetings (internal)
September 2024	Stakeholder Voice - Group discussions for budget reductions
September 5, 2024	COW
September 10, 2024	HR/Business Services
September 17, 2024	Regular School Board
September 2024	Principals and department leadership meetings (internal)

October 2024

Date	Event
October 2024	Stakeholder Voice - Group discussions for budget reductions
October 2024	Potential public engagement session
October 1, 2024	COW

October 8, 2024	HR/Business Services
October 15, 2024	Regular School Board
October 2024	Initial program review and comment decisions for budget reductions

November 2024

Date	Event
November 2024	Stakeholder Voice - Group discussions for budget reductions
November 2024	Superintendent Virtual Forum
Early November 2024	Board Budget Work Session
November 19, 2024	COW - Design Team Recommendation Shared
November 12, 2024	HR/Business Services
November 26, 2024	Regular School Board - Board Votes on Budget Reductions and Reallocations - *Tentative*

December 2024

Date	Event
December 2024	Truth and Taxation Hearing and Audit Presentation
December 3, 2024	COW
December 10, 2024	HR/Business Services
December 17, 2024	Regular School Board

January 2025

Date	Event

January 14, 2025	COW
January 21, 2025	HR/Business Services
January 28, 2025	Regular School Board
January 2025	Meet and inform staff of budget reductions and reallocations

February 2025

Date	Event
February 4, 2025	COW
February 11, 2025	HR/Business Services
February 25, 2025	Regular School Board
February 2025	Meet and inform staff of budget reductions and reallocations

March 2025

Date	Event
March 4, 2025	COW
March 11, 2025	HR/Business Services
March 18, 2025	Regular School Board
March 2025	Fy 26 budget projections

April 2025

Date	Event
April 8, 2025	COW - First reading of the budget for FY 26
April 15, 2025	HR/Business Services
April 22, 2025	Regular School Board

May 2025

Date	Event
May 6, 2025	COW
May 13, 2025	HR/Business Services
May 20, 2025	Regular School Board
May 2025	Small group budget meetings

June 2025

Date	Event
June 12, 2025	COW - Final reading for FY 26 budget
June 10, 2025	HR/Business Services
June 17, 2025	Regular School Board Adopt Fy 26 budget

GUIDING CHANGE

Focus Statement: *Achieving necessary budget adjustments while aligning resources to the district priorities and positioning us to make effective decisions now and into the future.*

Reality "The Why"

- Enrollment trend stable
- Elimination of federal pandemic relief funds by June 30th
- Employee contract settlements
- Inflation costs
- New unfunded legislative mandates requiring resources
- Prior budget adjustments for FY24 utilizing fund balance and restricted fund balances
- Estimated $6.9M shortfall for FY25 to be covered by assigned fund balance and a minimum of $2.6M in overloads, summer extension, overtime, travel, floating subs and attrition
- FY25 Priority areas supporting every student, advancing equity and improving systems including new MS and HS new schedule and model, early literacy work
- Maintained counselors, behavioral support specialists.
- Added Special services programming for Setting III and IV and other related service personnel
- Mitigating some financial impacts through Long-Term Facilities and Maintenance fund balance
- No remaining unassigned fund balance
- Current projected deficit for FY26 $7.5M
- Other impacts:
    - FY26 deficit will be reduced to $4.9M if goal of $2.6M in FY25 reductions is met and maintained

Unacceptable Means "The Not How"

- Violate laws, regulations & contracts
- Going into Statutory Operating Debt
- Expend below the 8% fund balance policy
- Violate board policy
- Violate November 2023 referendum commitments
    - Maintain most social emotional and mental health supports
    - Implement new HS schedule
- Not follow through with other district stated commitments, i.e. middle school model
- Make quick decisions without conversations

Results "The What

- Balanced budget for 2024-25
- Prioritize and protect classrooms as much as possible
- Alignment of funding and operations to district priorities
    - Continue to support student needs throughout the district
    - Continue to advance equity work throughout the district (e.g. (Allocate resources to learners who need them most.)
    - Continue to improve systems throughout the district
- Develop and forecast balanced budgets
- Examine all legacy practices with a lens of fiscal accountability

Guiding Change

For School Year 2025-2026

DPS Deficit

The $7 million-dollar budget gap is due to rising costs of operations, and the end of federal COVID-19 funding.

Student-centered

Students are central to our decision making, while also considering legalities, strategic plan priorities and making reductions over eliminations where possible.

Future Considerations

In order to close the budget gap, we are proposing to use at least $10 million dollars in strategic assigned fund balance transfers over the next two fiscal years. The fund balance is like a savings account, once it is used it's gone.

School Allocations

Funds built into school budgets with the advice of instructional leadership teams.

Many of these allocations are represented in predictable staffing such as budget/staffing meetings three times per year.

Those included in the meetings include:

- Finance
- Human Resources
- Principals/Assistant principals
- Special Education Directors
- Teaching, Learning & Equity Directors

Department Allocations

Funds for central office functions as well as several school-based activities and positions.

Department allocations that fund direct school activities:

- Utility Engineers
- Curriculum and materials
- Food Service
- Transportation
- Instructional paraprofessionals
- Athletics
- Technology

Department allocations also fund the following central office services:

- Academic content experts
- Human Resources
- Utilities, Insurance
- Superintendent and District Leadership
- Equity, Engagement, School Support Programming Staff, Legal Services

Budget Timeline

- **April 2024**
  - Individual board member meetings occurred to review the 5-year analytics and the FY25 preliminary budget
- **April 25, 2024**
  - Board work session at Denfeld High School
- **May 7, 2024**
  - Committee of the Whole – First reading
- **June 11, 2024**
  - Human Resources/Business Services Committee
- **June 13, 2024**
  - Committee of the Whole – Second reading (include categorial aid breakdown and final basic formula aid)
- **June 18, 2024**
  - Regular Board Meeting – Adoption of FY25 budget
- **July 2024**

  Solidify timeline dates to address FY26 budget reductions

First Reading of Proposed FY25 Budget May 7, 2024

Duluth Public Schools

Expenditure Contracts Signed
June 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.)

Name	**Amount***	**Contract Source****	**Description**
Oneida Reality Co.	$4,140.00*	Facilities (DU)	Cleaning services for FY25 at Arvig Building leased space
ProTeam Foodservice Advisors	$15,044.00*	Child Nutrition (DU)	Menu software subscription and support services for USDA meal programs renewal
Nextera Communications	$20,803.68	Technology (DU)	Telecommunications service specializing in providing phone, data and high-speed Internet solutions to Duluth Public Schools
Finalsite	$1,797.00*	Communications Office (DU)	Additional services for District website
Fond du Lac Tribal & Community College	$3,000.00 per course per teacher	TLE (DU)	2025-2026 CITS agreement
University of Minnesota	$29,000.00*	TLE (DU)	Two 3-hour intro teacher training sessions 8/27/24. Two 3-hour virtual follow-up training sessions and up to 3 hours of implementation support for school/district leadership teams
Kuder	$14,000.00*	TLE (DU)	Online college & career readiness platform
Essentia Health	$5,000.00	Athletics (DR)	Sports medicine service agreement (5 years)
Melody Diver	$250.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. program

Valerie Dodge	$2,900.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Anthony Mazzini	$420.00*	Am. Indian Edu. (DR)	Facilitate traditional Native American Lacrosse games for youth and community members of ISD 709
Jeremy Wilson	$6,000.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Alex Kmett	$1,200.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Ricky DeFoe	$1,200.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Molly Hunter	$1,200.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Frank Goodwin	$1,500.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Jamie Petite Jr.	$1,200.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Thomas Cain	$3,000.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Jakob Wilson	$3,000.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Ian Proulx	$3,000.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Valerie Dodge	$2,900.00*	Am. Indian Edu. (DR)	Summer programming services
Leslie Bucar	$100.00*	Early Childhood/Head Start (DR)	Coordinate and implement geocaching instructions to pre-k families at Nature Night event
Leanna Hudson	$25,000.00*	Families in Transition (DR)	Determine needs of families and students, meet with families in secondary schools, shelters, safe locations and identify barriers to attending school

CLEANING AGREEMENT
2024

This agreement made the 14th day of June, 2024 by and between Oneida Realty Co., a Minnesota Corporation, hereinafter referred to as "Contractor" and ISD 709 , hereinafter referred to as "Owner".

In consideration of the covenants herein contained and other good valuable consideration, Owner and Contractor agree as follows:

1. Owner hereby employs Contractor and Contractor hereby accepts employment to provide cleaning services to the property known as the ISD 709 Duluth, Minnesota upon the terms hereinafter set forth for the period of one year beginning on the 1st day of July 2024 and ending on the 30st day of June. 2025, and thereafter for one-year periods. Either party shall have the ability to terminate this cleaning agreement by giving the other party thirty (30) days written notice. Contractor at its expense shall furnish all cleaning equipment and cleaning solutions necessary to fulfill cleaning services as hereafter outlined. All other consumable supplies such as toilet tissue, paper towel, hand soap and trash liners are to be paid for by the Arvig Building Owner.

2. The Contractor shall provide the following cleaning services as set forth in Exhibit A. All services shall be performed by Contractor in a professional, timely and work like manner.

3. Contractor shall purchase and maintain such comprehensive, general liability and other insurance as will provide protection from claims which may arise out of or result from Contractor's performance or nonperformance of Contractor's obligations under this Agreement, including:

   a. Claims under Workers' Compensation or similar employee benefit acts.

   b. Claims for bodily injury, occupational sickness or disease, or death of Contractor's employees, with limits of not less than $500,000 per occurrence.

   c. Claim for damages because of bodily injury, sickness or disease, or death of any person other than an employee of Contractor, with limits of not less than $1,000,000 per occurrence.

   d. Claims for damages for injury to or the destruction of tangible personal property, including loss of use thereof, with limits of not less than $500,000 per occurrence.

4. As compensation for services herein contained, Contractor shall receive a monthly fee of $345.00 for cleaning services at the facility. The fee shall commence July 1, 2024 and shall be paid on the 1st day of each and every month thereafter.

CLEANING AGREEMENT
2024

OWNER:

ISD 709
Suite 300 Arvig Building
Duluth, MN 55802

CONTRACTOR:

Oneida Realty Co.
1605 Alworth Building
306 West Superior Street
Duluth, MN 55802

This agreement shall be binding upon the successors and assigns of the Owner, and the successor and assigns of the Contractor; provided that any assignment of this Agreement by Contractor shall be absolutely void unless the consent of Owner in writing to such assignment shall be first obtained, and the Owner's consent to one assignment shall not be waiver of this provision with respect to any subsequent assignment by Contractors or its assignee.

ISD 709
SUITE 300
OWNER:

By: Erinne Zunich

Its: Exec. Dir. Business Services

ONEIDA REALTY CO.
CONTRACTOR:

By: Jamie E. Glitsos

Its: Operation Director/Cleaning

March 11, 2024

For: Sheila Oak
Dietetic Technician Registered
Supervisor of Child Nutrition Program
Duluth Public Schools/ISD 709
215 North 1st Avenue East
Duluth, MN 55802
218.336.8700 x 1017
Sheila.oak@isd709.org
www.isd709.org

Name: School Menu Solutions: Menu Software Subscription and Support Services for USDA Meal Programs Renewal

In our ongoing commitment to your school district, ProTeam Foodservice Advisors (ProTeam) is pleased to offer a **School Menu Solutions** software subscription and support services renewal for the 2024-25 school year.

We have customized the program to the needs of your district, modified the fee structure slightly and will continue to provide all the same services and access to the software with many new upgrades.

Below is an explanation of changes/additions to your software and service over the past year and a summary of charges for the upcoming school year.

SCHOOL YEAR 24-25 FEES FOR SOFTWARE AND MENU SUPPORT SERVICES

Description	Costs
Software Subscription (Production Records and Interactive Menu Website)	$6,829.00
Professional Set-up & Support Services - Initial Proposal: 21 menus totaling 41 cycle weeks - SY 2024-25: 25 menus totaling 38 cycles weeks **Each additional cycle week is charged at $150/cycle week*	$8,215.00
Total Cost of Software and Services	$15,044.00

PRO·TEAM
FOODSERVICE ADVISORS

Menu Details SY24-25

Menu	Menu Type	Weeks in Cycle
Breakfast (Schools 1 - 9) (K-5)	SBP	1
Breakfast (Schools 10-11) (6-8)	SBP	1
Breakfast (Schools 12 -13) (9-12)	SBP	1
Elem Lunch (K-5)	NSLP	4
MS Lunch (6-8)	NSLP	4
MS Bun Line (6-8)	NSLP	1
MS Boxed Salad (6-8)	NSLP	1
MS Pizza (6-8)	NSLP	1
MS Sub Line (6-8)	NSLP	1
HS Lunch (9-12)	NSLP	4
HS Bun Line (9-12)	NSLP	1
HS Boxed Salad (9-12)	NSLP	1
HS Pizza (9-12)	NSLP	1
HS Sub line (9-12)	NSLP	1
K-8 Breakfast Rockridge Academy	SBP	1
ALC Breakfast (9-12)	SBP	1
ALC Lunch (9-12)	NSLP	4
Fruit and Vegetable Bar	-	1
After School Snack	CACFP	2
Supper (9-12)	CACFP	1
Summer Hot Breakfast	SFSP	1
Summer Hot Lunch	SFSP	2
Summer Cold Lunch	SFSP	1
Summer Cold Breakfast	SFSP	1
	TOTAL	**38**

ProTeam is a partner with Cool School Café and offers the opportunity to use district points to offset some or all of the fees quoted above. Check out their website www.coolschoolcafe.com.

Menu software subscription and support services are billed annually and renewal rates will be provided within 45 calendar days of required renewal and/or before the start of the new school year. Should the district choose to terminate this contract, the district must provide written notice to ProTeam Foodservice Advisors within 10 calendar days of the renewal contract date.

Renewal fee for subsequent years depends on:

- Cost of software upgrades
- Addition of ingredients, recipes, and/or menus
- Menu changes for new and/or reformulated products, ingredients and recipes

FUTURE FEES FOR SOFTWARE AND MENU SUPPORT SERVICES

ProTeam Build Out and Support for Services Above and Beyond Current Contract	
Build Recipes - 50 count package	$995
Build One Week of Cycle Menu	$150
Menu Changes (1 day opened = 1 change) - Package of 50 days changes	$495
Success Support Administrative Review Prep (as needed fee)	$925
Mobile App	$0.25 per student

Should the district choose to terminate this contract, the district is responsible for retrieving data necessary for its records. Once termination occurs, the district will no longer have access to data electronically in the Health-e Pro software system. Furthermore, if the district decides to sever ties between its district account and the ProTeam Foodservice Advisors account, the district acknowledges that the data created by ProTeam Foodservice Advisors is the intellectual property of ProTeam Foodservice Advisors. If the district wants access to this data upon separation, a fee will be incurred by the district to gain access to this data. Additionally, the data will not be subject to updates or specification changes that may occur after separation. The district will be responsible for such updates and changes.

Fees are based on the requirements for staff time and direct expenses. Any travel time for meetings, work sessions, training and observation site visits are separate from the fixed

fees. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual costs when authorized prior to travel.

Payments may be made via check or credit card. A 3% processing fee will be charged for credit card transactions. Districts may also use ACH payment processing by contacting ProTeam to coordinate the transaction.

Additional services beyond the above scope shall be at $150.00/hour for menu consultant time and when authorized in writing.

PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE

The Consultant shall provide the following insurance coverages:

Employers' Liability	$100,000.00 per occurrence / $300,000.00 policy limit
General Liability	$2,000,000.00 per occurrence / $4,000,000.00 aggregate
Professional Liability	$1,000,000.00 per occurrence
Auto Liability	$1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall furnish the Client with a Certificate of Insurance evidencing the insurance levels listed above.

SUCCESSORS AND ASSIGNS

ProTeam Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. ProTeam Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

STATEMENT OF INDEPENDENCE

ProTeam Foodservice Advisors, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies, software or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.

PRO·TEAM
FOODSERVICE ADVISORS

ProTeam Foodservice Advisors, LLC ("Company")

Submitted By: Brittany Herman ___03/11/24_____
Date

Name: Brittany Herman, MSA, RD, LD
Title: Senior Consultant
brittany@proteamadvisors.com
1-844-662-3767, Ext 116

Duluth Public Schools / ISD #709

Approved By: _____ 6/11/24
Date

Name: Simone Zurich
Title: Exec. Dir. Business Services

PRI & ANCILLARY SERVICES AGREEMENT

Prepared By: Scott Berg
Direct Number: 218-623-6500
Fax: 218-623-6501

Exclusively For: Independent School District No. 709
Accounts Payable 709 Portia Johnson Drive
Duluth, MN 55811

Date: June 14, 2024

		Qty			Total Monthly	Total Install Charges
PRI Circuits		6			$1,020.00	
- Each to include 23 Voice Channels and						
1 Data ("D") Channel						
DID Numbers		1398			$69.90	
20,000 Outbound Long Distance Minutes					Included	
(contiguous US & Canada)						
Directory Listings:						
- Main Listing		1			N/C	
- Additional Listings		59			$354.00	
Surcharges:						
- MN 911/TAP/TAM		138			$142.14	
- Facility Access Charge		6			$147.60	
Budget Code: 01E 018 108 000 320 000						
Contracted Rate for PRI & Ancillary Services					**$1,443.90**	
Rate Including Surcharges					**$1,733.64**	

Toll Services	Monthly Unit Cost	Number of Minutes	Monthly Total Cost
Additional Minutes LD (beyond 20,000 per mo)	$.035/min		
Note that Universal Service Fund is a % of interstate and international toll. Current rate at 18.8%. Subject to change quarterly.			
Totals for Long Distance Service			

** Pricing Based on 1 Year Term **	
Estimated Total Monthly Charge for Services (No Equipment):	**$1,733.64**

This Agreement and the most recent Master Service Agreement, together with any attachments hereto, and Nextera's policies and procedures located at www.nextera.net, incorporated by reference herein, constitute a binding commitment between Nextera and Customer. Customer acknowledges that Customer has received, read and understands this Agreement and the Master Service Agreement, and agrees to all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 14 of the Nextera Master Service Agreement.

Customer agrees that voice services are non-nomadic for 911 purposes. It is expected that Customer shall provide one fixed service address for each telephone number and that each telephone number will only ANI from that location. Nextera assumes no responsibility for emergency service deployment to an erroneous address if such address was as identified by Customer.

Pricing is not inclusive of taxes, inside/premium wiring services, or mandatory surcharges (such as USF) and that the long distance rates are not inclusive of HI, AL, extended area, and international. This Agreement is confidential, not for distribution, and is valid for 15 days from Agreement date.

Customer Acceptance:

Simone Zunich	Simone Zunich	6/17/24
Authorized Signature	Print Name	Date

Nextera Acceptance:

Authorized Signature	Print Name	Date

Master Service Agreement

For: Independent School District No. 709

1. **EFFECTIVE DATE, SERVICES, AND SERVICES TERM.** This Master Service Agreement, along with the service agreement, order forms and all attachments, comprise the entire agreement between the parties ("Agreement") for the communication services described herein and supersede any and all other agreements between the parties related hereto. Description of most services also available at www.nextera.net, incorporated herein by reference. This Agreement is fully binding and enforceable as of the date of executed service agreement ("Effective Date"). NEXTERA agrees to provide to Customer and Customer agrees to procure from NEXTERA, communication services as described herein, at the locations set forth, ("Services") for the number of months set forth ('Services Term"). Customer authorizes NEXTERA to be their primary provider of communications Services as described herein and handle all negotiations for Services and issuance of orders to coordinate these Services. NEXTERA reserves the right, in its sole reasonable discretion, to reject any order for Services. The Services are not for resale. The Services Term commences upon installation of the Services by NEXTERA ("Installation Date"). NEXTERA will use reasonable efforts to install the Services on the date agreed upon by the parties. NEXTERA does not guarantee that Services will be installed and provisioned on Customer's desired due date. Subject to the early termination provisions set forth herein, at the end of the Services Term, this Agreement will automatically be extended for additional term(s) of one (1) year in length ("Renewal Services Term") and all terms and conditions shall apply to additional term lengths as stated in this Agreement unless NEXTERA receives Customer's written notice to terminate this Agreement not less than 30 days prior to the then existing Services Term or Renewal Services Term.

2. **RATES AND CHARGES.** Rates and charges are described in this Agreement and commence upon the Installation Date. Any monthly recurring charges ("MRC") will be billed in advance each month. Any non-recurring charges ("NRC") will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, such charges will be billed on the next invoice thereafter. NEXTERA may assess additional fees in connection with the Services based on cost increases that NEXTERA may incur. NEXTERA maintains the right to bill for charges imposed on NEXTERA from a third party directly to a specific service order or activity. These could include, but are not limited to: technician time, charges to supplement an order, other related charges due to the Customer and or Customer's vendor not being ready at the scheduled time, cancellation of the service order, or an overuse of traffic surcharge due to traffic thresholds being exceeded, or a traffic imbalance. NEXTERA may adjust the rates, charges and fees for the Services pursuant to applicable tariffs or price lists filed with the appropriate regulatory agencies, upon renewal or upon notice. Payments are due on the Payment Due Date set forth on the NEXTERA invoice. Customer must provide payment in full on Payment Due Date and then send NEXTERA written notice of any and all billing disputes within 90 days of the Invoice Date, specifically detailing the dispute and providing supporting documentation for the amount in dispute. NEXTERA will investigate all disputes and if appropriate, credit Customer's account or notify Customer of denial of the dispute. NEXTERA may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on all balances not paid when due. Late fees may be assessed, as of the original Due Date, against any disputed amount denied by NEXTERA. NEXTERA has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Customer hereby authorizes NEXTERA to conduct a credit search and agrees to provide NEXTERA with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. This Agreement is subject to credit approval. Without waiving any right of termination or any other rights hereunder, NEXTERA may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. When Customer establishes acceptable credit history or upon termination of this Agreement, NEXTERA will return the balance of the deposit, if any, to Customer along with interest as required by law.

3. **TAXES AND SURCHARGES.** Customer is responsible for payment of any and all federal, state and local taxes, charges and surcharges imposed on or allowed by regulatory agencies or based upon the provision, sale or use of Nextera's Services (excluding NEXTERA's income taxes). NEXTERA will collect all such taxes, charges, and surcharges unless Customer provides NEXTERA with proof of exemption. Customer will indemnify NEXTERA for any and all costs, claims, taxes, charges, and surcharges levied against NEXTERA relative to such exempt status.

4. **SERVICE CHANGES. MOVES:** Customer may move the physical location of all or part of Services to another location within NEXTERA's serving area provided the following conditions for the move ("New Services") are met: 1) Customer agrees to pay any special construction charges and 3rd party charges imposed on Nextera as a result of discontinuance of service at original location; 2) the New Services provided to the Customer are by NEXTERA; 3) Customer advises NEXTERA that the requested New Services replace existing Services; 4) Customer's request for the disconnection of existing Services and the installation of New Services are received by NEXTERA at the same time; 5) Customer requests NEXTERA to install the New Services on or prior to the disconnection date for the existing Services; and 6) Customer agrees to sign appopriate Agreements and to pay the then current recurring and non-recurring charges related to the new service. **ADDITIONS TO SERVICES:** Customer may request additions to Services and NEXTERA will supply such additions to Customer, subject to the following conditions: 1) NEXTERA commercially offers such additions and necessary facilities are technically and practicably available; 2) the charges for additional Services will be at the same rate as identified within the Service Agreement or, if additional Services are not contained within the Service Agreement, at the then current charges in effect for Services at the time of such additions, and which correspond to the terms of this Agreement. NEXTERA and Customer agree to execute written amendments to this Agreement for any Service Changes.

5. **OUT-OF-SERVICE.** If NEXTERA causes a service interruption, an out-of-service credit will be calculated under the state local exchange tariff. If there is no applicable tariff and the interruption lasts for more than twenty-four (24) consecutive hours after NEXTERA received notice of it, NEXTERA will give Customer credit calculated by: 1) dividing the monthly rate for the affected service by thirty (30) days; and then b) multiplying that daily rate times the number of days, or major fraction that the service was interrupted.

6. **TARIFF APPLICATION.** Customer acknowledges that the Services may be subject, in whole or in part, to one or more provisions of state or federal tariffs or price lists, which may be filed by NEXTERA. In the event of any conflict between any provision of this Agreement and any provision of the tariff or price list, the provision of such tariff or price list will control. This Agreement and the Services will be subject to modifications required or authorized by any regulatory agency in the exercise of its lawful jurisdiction.

7. **COMPLIANCE WITH LAW**. This Agreement is subject to all applicable federal, state, and local laws, regulations, rulings, orders and other actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. NEXTERA will use good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires NEXTERA to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon 30 days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable Rules, specifically including, but not limited to, the Rules governing 911/E-911 and any other emergency services, as discussed below, Customer's use of the Services provided herein and any equipment associated therewith will not: (a) interfere with or impair service over NEXTERA's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to NEXTERA's assets or Customers; (d) be used to frighten, abuse, torment or harass, or create hazards to NEXTERA or its network; or (e) violate the provisions of any of NEXTERA's policies and procedures, some of which are found at www.nextera.net, including NEXTERA's 911/E-911 Policy. NEXTERA may immediately suspend or terminate, without liability, the Services for any violation of these provisions. Nextera reserves the right to revise the terms and provisions of all of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

Subject to NEXTERA's 911/E-911 policy and unless otherwise specifically agreed, (a) NEXTERA will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) NEXTERA will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911 /E-911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases, updates to transfer the ALI to the appropriate PSAPs. Nextera is not responsible for and will not make any chaabove. Customer will indemnify and hold harmless NEXTERA, its officers, directors, affiliated companies, employees, agents and subcontractors from all liabilities, claims, or damages arising out of personal injury or death or damage to property related to Customer's failure to meet 911/E911 requirements.

8. **SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES.** Services will meet industry standards. NEXTERA will maintain its facilities and equipment used to provide the Services as set forth in its policies and procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse NEXTERA for the cost of the required maintenance at NEXTERA's standard time and material rate. NEXTERA reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades or emergencies repairs to NEXTERA' s network without notice to Customer. Customer will grant NEXTERA or cooperate with NEXTERA in obtaining access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder.

Unless otherwise agreed, Customer will provide equipment compatible with the Services and NEXTERA's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of NEXTERA's network or facilities. Customer is responsible for the interface and operation of its facilities and/or equipment in accordance with this Agreement, all Rules and all of NEXTERA's policies and procedures. NEXTERA reserves the right to revise the terms and provisions of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

In the event NEXTERA provides any Nextera equipment to Customer for Customer's use during the term of the Agreement, such equipment will remain the sole and exclusive property of NEXTERA, and nothing contained herein will transfer to Customer any right, title or interest whatsoever in such equipment. NEXTERA will properly identify or label the equipment. Upon termination of the Service, Customer grants NEXTERA the right to recover NEXTERA provided equipment from Customer's premises upon the termination of this agreement. In the event Customer fails to return the equipment, NEXTERA may invoice Customer for the then fair market value of such equipment.

NEXTERA will provide Services to Customer using NEXTERA owned and managed facilities in conjunction with facilities of NEXTERA's network partners. NEXTERA reserves the right to substitute, change or rearrange any equipment used in delivering Services that does not affect the quality, cost or type of Services. NEXTERA will manage its network in NEXTERA's sole discretion. Customer will provide all reasonable information and authorizations required by NEXTERA for the purpose of installing Services, performing routine network grooming, maintenance, upgrades, and addressing emergencies. Required information and authorizations include but are not limited to Design Layout Records of any non-NEXTERA end loops connected to the Services and Letters of Agency allowing NEXTERA to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

NEXTERA's Wireless and WiMax Customer standard installation includes antenna and radios, non-penetrating antenna mount, up to 250 feet of standard cable weather-sealed and run from the antenna to the Customer Demarcation, service turn-up and testing. A typical installation is 3 hours in length and in the unlikely event of additional installation costs above the 3 hours the Customer will be billed at the current technician rates. NEXTERA owns all equipment that it supplies to the Customer. If service is discontinued for any reason, NEXTERA has the right to remove any or all of its equpment in a workmanlike manner upon 10 days advance notice. Customer Demarcation is defined as the location where Customer plugs into the NEXTERA equipment and is generally located in the Customer equipment room. The Customer agrees to allow personnel of NEXTERA and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the NEXTERA equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord.

9. **SERVICE SUSPENSION/MAINTENANCE.** NEXTERA may from time to time suspend service for routine maintenance or rearrangement of facilities or equipment. NEXTERA will give Customer advance notification of the service suspension. Such service suspension is not considered an out-of-service condition provided service is restored by the end of the period specified in the notification.

10. **DISCLAIMER/LIMITED WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEXTERA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEXTERA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS.

11. **LIMITED LIABILITY.** NEXTERA'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO NEXTERA DURING THE TERM OF THIS AGREEMENT. IN NO EVENT WILL NEXTERA BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE FORSEEABILITY THEREOF.

12. **INDEMNIFICATION.** Customer will indemnify, hold harmless, and defend NEXTERA, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Customer's use, resale or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death which is directly caused by NEXTERA due to NEXTERA's gross negligence.

13. **CONFIDENTIALITY.** The parties may have access to certain information, the ownership and confidential status of which is highly important to the other party and is treated or designated by one of the parties as confidential (herein referred to as "Confidential Information"). Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other party, and neither party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by the Rules, Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

14. **DEFAULT/TERMINATION**. If either party violates any provision of this Agreement or if either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or files a petition seeking relief under any chapter of the Bankruptcy Act, or if an involuntary petition under the Bankruptcy Act is filed with respect to such party, the non-defaulting party may send the defaulting party written notice detailing the default. The defaulting party will have: (a) 10 days from the date of the written notice to cure a payment default, or (b) 30 days from the date of the written notice to cure a non-payment default. If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies. This Agreement also may be terminated by either party in accordance with the provisions of the then current tariff or price list. If Customer terminates this Agreement or all or any part of the Services at any time after the Effective Date, NEXTERA may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the entire Services Term or Services Term then remaining, plus any unpaid activation, installation and/or special construction charges and all other fees or costs, whether previously waived or not, less amounts already paid. Customer will not be liable for the early termination fees set forth above if NEXTERA breaches the Agreement or if 1) Customer agrees to pay any special construction charges and 3rd party charges imposed on Nextera as a result of discontinuance of service; 2) Customer orders from NEXTERA services of equal or greater MRC than the Services terminated; 3) Customer signs a Service Agreement for any other NEXTERA provided New Service(s); 4) both the current Service and the New Service(s) are provided solely by NEXTERA; 5) the order to discontinue Service and the order to establish new Service(s) are received by NEXTERA at the same time; and 6) the New Service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by NEXTERA. Customer acknowledges that NEXTERA's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty. All such amounts will become immediately due and payable by Customer to NEXTERA.

15. **FORCE MAJEURE.** In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.

16. **GENERAL.** Any amendment must be in writing and signed by the parties hereto. Facsimile copies of this Agreement and any amendments or modification hereto, including facsimile signatures, will be accepted by the parties as originals. The failure of either party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s)), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, certified mail or by facsimile transmission with receipt verification. Notices will be sent to the addresses listed on the front this Agreement and in the case of a notice to NEXTERA, a copy to the Legal Department, 13850 Bluestem Ct, Ste 150, Baxter MN, Fax No. 218-818-6401. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonement of any continuing or subsequent breach of the some provision. Customer may not assign its obligations hereunder without the prior written consent of NEXTERA, which will not be unreasonably withheld, This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of 6, 7, 10, 11, 12, 13, and 14 will survive termination.

* * *

The undersigned has read the 3 pages of this Master Service Agreemnent and by his/her signature acknowledges receipt of a copy of this Master Service Agreement and agrees to the terms and conditions contained herein.

Customer Acceptance:

Authorized Signature	Print Name	Date
Simone Zunich	Simone Zunich	6/17/24

FINALSITE

Customer: Duluth Independent School District 709
Created By: Nicole Montgomery
Addendum
6/11/2024
Proposal Valid for 30 days

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

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

A. Products and Services Pricing Summary

***** Indicates products added***

[X] *Indicates products removed*

CMS Platform

Setup and Creative and Professional Services	
*** Software Setup** View a detailed description of what is included in your software package here https://www.finalsite.com/ssu	

Add-Ons	
*** Advanced Search**	

01-E-012-107-000-405-107

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

FINALSITE

Customer: Duluth Independent School District 709
Created By: Nicole Montgomery
Addendum
6/11/2024
Proposal Valid for 30 days

Application Services Subscriptions Costs:
Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (**USD**)
$1,000

Schedule	**Addendum Amount**
Period 1 - Jul 01 2024	$ 1,797

B. Additional Terms

1. **Initial Term: This addendum will take effect on the date this document is signed by both parties and remain in effect for the term stated in the agreement.**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of () years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Effective Date: Upon execution of this Order.**
4. **Finalsite standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.**
5. **All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.**
6. **In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.**

C. Payment Terms

1. **All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars ($) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.**
2. **Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.**
3. **Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.**

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

On Behalf Of: Duluth Independent School District 709	Active Internet Technologies ('Finalsite')
Signature: John Magas	Signature:
Name (printed): Superintendent	Name (printed): Jim Calabrese
Title (printed): 6/13/24	Title (printed): CFO
Date	Date: 6/17/2024

D. Customer Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact	AP Vendor
Title	
Address	~~4316 Rice Lake Road~~ 709 Portia Johnson Dr.
City, State Zip	Duluth, MN 55811~~-8950~~
Phone	AP.Vendor@isd709.org
Email	218-336-8701

Project Contact	Adelle Wellens
Title	Communications Officer
Phone	218-336-8735
Email	adelle.wellens@isd709.org

***Executive Sponsor (Superintendent, Head of School, CFO, etc.)**	Simone Zunich
Title	Executive Director of Business Services
Email	simone.zunich@isd709.org

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School, East High School, and AEO) 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14th St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC).

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

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

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

NOW, THEREFORE, it is agreed:

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

Fond du Lac Tribal and Community College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

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

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5:
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.FDLTCC.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class roster and enter the grades into the online grading system in a timely fashion.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

3. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 1, 2024, with payment by the DISTRICT due 60 days later. ***There is no cost to the student.***

   b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2023, with payment by DISTRICT due 60 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***September 1, 2024*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2025,*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it to the extent applicable. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA. This section shall not be construed as an indemnification of MINNESOTA STATE by the DISTRICT.

9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT will respond appropriately as permitted or required by law.

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

11. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

13. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

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

APPROVED:

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

APPROVED:

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

By (authorized signature)
Title Exec. Dir. Finance and Business Services
Date June 17, 2024

2. **Fond du Lac Tribal and Community College**

By (authorized signature)
Title President
Date 6-7-24

AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College

3.

By (authorized college/university/system office initiating agreement)
Title Executive Financial Officer
Date 6/7/24

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

ATTACHMENT A

Concurrent Enrollment Program Eligibility

A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer, ACT,** and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed**, the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

Writing: A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

Mathematics: A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or higher. Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)– College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

For Internal Use Only Depts must provide:	
ESAF #	21
Chart/Field Account No.	1026-11242-20109
Customer ID #	5005037

For Internal Use Only OES must provide:	
OES Contract #	OES0000000017204
Analyst	AC

UNIVERSITY OF MINNESOTA

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Duluth Public Schools, Independent School District 709 (the "Company"). This Agreement is entered into by University through its Center for Applied Research and Educational Improvement (CAREI).

The parties agree as follows:

1. Description of Services. University shall perform the following services for Company:

Two 3-hour introductory teacher training sessions scheduled on August 27, 2024 (45 participants per group with one presenter). Two 3-hour virtual follow-up training sessions and up to 3 hours of implementation support for school/district leadership teams to be scheduled before June 30, 2025. Additional Functional Phonics+Morphology curriculum resources purchased prior to training date (see attached proposal). KWC

("Services"). Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

2. Compensation. For the Services performed under Section 1, Company shall pay University twenty-nine thousand and 00/100 Dollars ($29,000.00), plus any sales or use tax if applicable.

2.1 The compensation shall be paid in the following manner (check one of the following):

☒ 100% upon the signing of this Agreement
☐ monthly, based on any work completed in that month.

Invoices shall be payable net 30 days from date of invoice and sent to:

2.2

Anthony Bro 2
01/17/25

150

FORM: OGC-SC102
Form Date: 11.16.10
Form Revision Date: 06.25.21

Duluth Public Schools
Attn: Sally Weidt
709 Portia Johnson Drive
Duluth, MN
55811
Phone No.: 218-336-8700 ext. 2291
Email: sally.weidt@isd709.org

In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

3. **Term.** The term of this Agreement shall commence on **July 1, 2024** ("Effective Date") and shall expire on **June 30, 2025** unless terminated earlier as provided in Section 4.

4. **Termination.** Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

5. **DISCLAIMER OF WARRANTIES.** UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. **LIMITATION OF LIABILITY FOR BREACH OF CONTRACT.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY'S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

7. **Use of University Name or Logo.** Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.

8. Indemnification.

8.1 Except as provided in Section 8.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 In the event of (i) use by Company (or any third party acting on behalf of or under authorization from Company) of the Services or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Company's infringement of a third party's intellectual property rights or Company's violation of any law, rule, or regulation in the provision of any materials to University, then Company shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or grossly negligent acts or omissions of University) arising out of such events. The University shall provide Company with prompt written notice of any such claim and reasonably work with Company in any defense of such claim. Company shall obtain consent from University's Office of General Counsel for any settlement to which the University would be a party.

8.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers' Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than $1,000,000 each claim/$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than $1,000,000 each occurrence/$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

9. Export Controls.

9.1 Company shall not convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to University without the prior written consent of University's Export Controls Officer (J. Patrick Briscoe, bris0022@umn.edu, 612-625-3860). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export-controlled items, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4.

9.2 Company represents that the items being procured (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.

10. General Provisions.

10.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

10.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

10.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

10.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

10.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

10.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this Section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

10.7. Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made

when delivered; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

If to University:	Attn: CAREI 1954 Buford Ave Ste 425 St. Paul, MN 55108 Phone No.: 612-624-0300 E-mail Address: carei@umn.edu
With a copy to:	University of Minnesota Office of the General Counsel Attn: Transactional Law Services Group 360 McNamara Alumni Center 200 Oak Street SE Minneapolis, MN 55455-2006 E-Mail: contracts@mail.ogc.umn.edu
With a copy to:	University of Minnesota Office of External Sales 295 West Bank Office Building 1300 South Second Street Minneapolis, MN 55454 E-Mail: extsales@umn.edu
If to Company:	Duluth Public Schools Attn: Sally Weidt 709 Portia Johnson Drive Duluth, MN 55811 Phone No.: 218-336-8700 E-mail Address: sally.weidt@isd709.org

10.8 Taxes and Similar Fees. In addition to the payment obligation in Section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.

10.9. Breach; Attorneys' Fees. In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University's costs and expenses

(including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

10.10. Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

By: Keith Carlson
Name: Keith Carlson
Title: CEHD Finance Director
Date: 06.24.2024

Duluth Public Schools

By: Simone Zunich
Name: Simone Zunich
Title: CFO
Date: 6/17/24

7/1/24 rev.

UNIVERSITY OF MINNESOTA

Twin Cities Campus

Center for Applied Research and Educational Improvement (CAREI)

College of Education and Human Development

1954 Buford Avenue, Suite 425
St. Paul, MN 55108-1062

Office: 612-624-0300
Fax: 612-625-3086
cehd.umn.edu/CAREI
Email: carei@umn.edu

Date: June 5, 2024

Proposal for Duluth Public Schools ISD 709

Training and Professional Development Proposal

Functional Phonics+Morphology Training and Professional Development (2024-25)	
Introductory Teacher Training (3-5) 2, 3-hour in-person training sessions on August 27, 2024 (one presenter, 45 participants per session) • An in-depth look at all lesson components and assessments. Teachers will observe a model lesson, practice delivering a lesson, and receive feedback. 2, 3-hour virtual follow up training sessions (one presenter, 45 participants per session) • Can be broken up into 1-hour after-school sessions	$12,000
Travel fees for two presenters	$1,000
Implementation Support & Consulting • Scheduled throughout the school year; up to 3 hours • Literacy consulting for district and/or school leadership teams to support implementation and systems such as: school-wide scheduling, professional learning communities, data systems, etc.	$1,000
Total	**$14,000**

Pricing valid through June 30, 2024

Twin Cities Campus

Center for Applied Research and Educational Improvement (CAREI)

College of Education and Human Development

1954 Buford Avenue, Suite 425
St. Paul, MN 55108-1062

Office: 612-624-0300
Fax: 612-625-3086
cehd.umn.edu/CAREI
Email: carei@umn.edu

Curriculum Proposal

Functional Phonics+Morphology Curriculum (2024-25)			
Resource	**Quantity**	**Cost per item**	**Total**
Annual school-year site license to all Functional Phonics+Morphology digital lesson slides, scripts, and downloadable resources Up to 30 users per license; one-year expiring June 30, 2025.	3	$5,000	**$15,000**
		Total	**$15,000**

159

Pricing valid through June 30, 2024

DULUTH PUBLIC SCHOOL DISTRICT & KUDER

STATEMENT OF WORK (SOW)

Account #: 226528

Submitted 07/1/24

Valid for 30 days after submission.

OVERVIEW & SUMMARY

Duluth Public School District has engaged Kuder for a proposal to deliver a virtual college and career readiness system to support students, in grades 6-12, their families, and educators. Kuder will support educators in providing the most research-backed, reliable, and valid assessments in the industry, housed in a technology platform that supports students with configurable individual graduation plans; localized course planning; and in-depth occupation, education and training, and financial aid resources. Kuder will also provide an elementary career awareness system featuring flexible resources and reports for effective implementation.

PROJECT SCOPE & DELIVERABLES

Kuder will provide the following products and services:

1. Online College & Career Readiness Platform – Kuder Navigator® (Navigator)
   - Navigator access for up to 6 sites, and up to 4,400 students, grades 6-12, as well as their parents. Navigator is an education and career planning system for secondary students. Key features include:
     - ✓ Research-based Career Assessments – Students discover their interests, skills, and work values as the foundational step for exploring and selecting college and career options.
     - ✓ Pathways Link – Connects student interests to district specialized programs and/or CTE courses.
     - ✓ Graduation Plan – A configurable framework for meeting requirements and tracking progress
     - ✓ Education Planner – A course planner to build multi-year plans based on local courses and requirements.
     - ✓ College Match – An expanded search tool with personalized college matches, acceptance likelihood, and information on net price for high school students.
     - ✓ Online Test Prep – Complete test preparation courses and tests for ACT, SAT, and more for 9-12th graders.
     - ✓ Parchment Integration – The district can seamlessly request up to 800 transcripts and documents each year.
     - ✓ Common App Integration – High school students can complete college applications and request letters of recommendation and evaluations.
     - ✓ Application Tracking – Track progress and status on college and scholarship applications.
     - ✓ Lifelong, sharable career portfolio.

01 E 005 610 830 406 000

- Admin access for authorized educators to track students' progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.
  - ✓ Direct Your Future™ (DYF): Educators access DYF, a complete middle school and high school classroom curriculum for a career planning course featuring Navigator.

2. Custom Reporting – In addition to the self-generated reports available within the platform, your dedicated partner solutions manager will share additional data and reporting on a quarterly basis.

3. Dedicated Manager – A partner solutions manager will be your main point of contact and work directly and regularly with your stakeholders to set goals, measure progress, and ensure partnership success.

4. System and Process Training – Our training team of certified career advisors will work directly with your stakeholders to ensure understanding of system benefits and features. You will receive:
   - Up to six (6) hours of custom online training delivered through 30-minute to 2-hour sessions.
   - Unlimited access to online training, implementation, and communications resources such as webinars, tutorials, materials, newsletters, best practices, and more.

5. Ongoing Support Team – Access to our team for responsive customer and technical support Monday through Friday from 7:00 am – 5:00 pm Central time via phone, email, and live chat.

6. Custom Development – Kuder's team will complete system configuration for your district.
   - Branding – Development of a landing page for your brand and content using one of our flexible templates. The page serves as a central, personalized access point for all users logging into the system.
   - SSO – Administrative set up to onboard your sites and configure the single sign-on (SSO) and account provisioning functionality through Clever or Classlink.

OUT OF SCOPE

The following items are out of scope of this contract:

- NEW Professional Development Division – Kuder's Institute for Career Advising & Development (ICAD): Offering synchronous and asynchronous Career Advisor Training programs or courses to elevate your knowledge in a specific subject area. Participants can gain digital badges, micro-credentials, and certificates.
- Kuder Galaxy® (Galaxy) - Galaxy is a powerful, yet playful career awareness system with seven unique levels for elementary students.
- System data or content customization, not expressly stated in the SOW.
- Integration with a single sign on provider other than Clever or Classlink.
- Ad-Hoc Data reporting not expressly stated in SOW.

- One day of face-to-face training featuring two (2), three-hour sessions.
- Connect 2 Business – Recommend work-based learning opportunities that match student career interests and configure related activities aligned to WBL requirements.

PRICING & TERMS

Pricing for an annual contract is $14,000.

Start Date: July 2, 2024

End Date: June 30, 2025

Purchase Order:	Upon execution of this SOW, please send a purchase order to orders@kuder.com to generate your invoice. Include your payment method with your purchase order.
Payment Method:	ACH, Check, or Credit Card. Note: Credit card payments require a 5% service charge.
Payment Terms:	Net 30 days from receipt of invoice. 1.5% fee per month for late payments.
Billing Method:	Email
Contract Term:	This agreement will begin upon execution of this SOW.
Renewal:	All renewals are subject to a 3% price increase.

ACCEPTANCE

The parties hereto have executed this Statement of Work in the manner and form sufficient to bind them on the day and year written after the execution by their respective parties.

Kuder		**Duluth Public School District**	
By:		By:	6/27/24
Name:	Connor Harrington	Name:	Anthony Bonds
Title:	Chief Executive Officer	Title:	Assistant Superintendent
Date:		Date:	6/18/24

Upon signature by Customer and submission to Kuder, this contract shall become legally binding unless this contract is rejected by Kuder for any of the following reasons: (1) the signatory above does not have the authority to bind Customer to this contract, (2) unauthorized changes have been made to this contract, or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this contract. Subscriptions are non-cancelable before their contract end date. This contract is governed by the terms of the kuder.com Master Service Agreement found at https://www.kuder.com/site-license/ unless (i) Customer has a written master subscription agreement executed by Kuder for such Services as referenced in the Documentation, in which case such written Kuder master subscription agreement will govern or (ii) otherwise set forth herein. Kuder reserves the right to end system access and services for late or non-payments. Customer further agrees to allow Kuder to utilize its name and logo to actively promote the Customer partnership and usage of Kuder products and services in any Kuder marketing, sales, or public relations activity.

SPORTS MEDICINE SERVICES AGREEMENT
(With Sponsorship Contribution)

THIS SPORTS MEDICINE SERVICES AGREEMENT ("Agreement") is entered into as of January 1, 2025 or the date of the last parties' signature below, whichever is later (the "Effective Date") and is by and between St. Mary's Duluth Clinic Health System on behalf of itself and its affiliates ("Essentia Health") and Independent School District #709 d/b/a Duluth Public Schools ("School").

RECITALS

WHEREAS, Essentia Health is a nonprofit health system dedicated to the promotion of health and welfare and provides health care services, including sports medicine services, in and around the community where School is located; and

WHEREAS, School conducts various athletic events and activities for eligible student participants (individually, a "Student" and, collectively, the "Students"), and desires to contract with Essentia Health for sponsorship and services relating to the same; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter recited, the parties agree as follows:

AGREEMENT

1. ***Essentia Health Responsibilities.*** In consideration for School's recognition of Essentia Health as the exclusive health care industry sponsor of School's athletic events and program, Essentia Health agrees to the below obligations and responsibilities.

   1.1 Sports Medicine and Related Services. Essentia Health shall provide certified athletic trainer(s) to School to perform any rehabilitation, taping, evaluations, or other related athletic training services to Students for home games, training room coverage, home tournament coverage for any level, practice coverage, first aid and emergency care, treatment of injuries (subject to physician supervision and modality limitations), injury assessment (including making appropriate recommendations for medical evaluation and treatment as warranted by the circumstances), injury reporting, and other related athletic training services as mutually agreed between the parties (collectively, the "Services").

   1.2 Supplies. Essentia Health shall provide the basic medical supplies required to furnish the Services up to an amount equal to One Thousand Dollars ($1,000) per year during each Term of this Agreement.

   1.3 Standards. The Services shall be provided in accordance with all applicable statutes, regulations, and accrediting bodies. Essentia Health shall determine and select the individual(s) assigned to provide Services to School; provided, however, that School may, in its sole discretion, request Essentia Health remove an individual providing Services hereunder, in which case Essentia Health shall use its best efforts to substitute another qualified athletic trainer.

   1.4 Sponsorship Contribution. Essentia Health agrees to make a financial contribution to School in the amount of Three Hundred and Twenty-Five Thousand Dollars ($325,000) for use towards its athletic and student wellness programs (the "Sponsorship Contribution"). The Sponsorship Contribution will be paid out in five (5) equal

installments of Sixty-Five Thousand Dollars ($65,000) each during the Term, with the first such installment paid to School within thirty (30) days from the Effective Date and all subsequent annual installments paid to School within thirty (30) days from the corresponding Renewal Term.

2. ***School Responsibilities.*** In consideration of Essentia Health's Services and Sponsorship Contribution herein, School agrees to the below obligations and responsibilities.

2.1 Exclusive Health Care Industry Sponsorship. School agrees to identify and acknowledge Essentia Health as the exclusive health care industry sponsor of School's athletic events and program, which sponsorship includes but is not necessarily limited to, those marketing and advertising opportunities set forth on Exhibit A, attached hereto.

2.2 Duties. School agrees to provide the following to facilitate the effective provision of Services by Essentia Health:

2.2.1 providing all necessary basic medical supplies costing over and above the annual One Thousand Dollar ($1,000) amount provided by Essentia Health required to furnish the Services;

2.2.2 facilitating communication with Essentia Health in connection with the provision of Services;

2.2.3 providing Essentia Health with sports competition schedules prior to the first scheduled sporting event for the upcoming regularly scheduled athletic season together with practice schedules in advance as necessary to ensure coverage by Essentia Health personnel;

2.2.4 confirming the health history and consent for treatment forms are obtained and returned to School for each Student to the extent required under School and any state High School League participation requirements; and

2.2.5 to the extent applicable pursuant to the Services provided hereunder, recognize the responsibility and authority of an Essentia Health medical professional to make a final determination regarding each Student's ability to safely participate in athletic events and practices, and to communicate the same to applicable School personnel (e.g., coaches, etc.).

3. ***Term and Termination.*** The term of this Agreement is Five (5) years, effective as of the Effective Date (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term"). The Initial Term and each Renewal Term is referred to herein as the "Term." Notwithstanding the stated Term, this Agreement may be terminated as follows:

3.1 By Essentia at any time upon not less than sixty (60) days' prior written notice;

3.2 By either party at any time in the event that the other party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party;

3.3 By either party at any time in the event that (i) the business of either party is terminated or suspended, (ii) a petition for bankruptcy is filed by or against either party, (ii) a receiver is appointed on account of either party's insolvency, or (iv) any assignment is made of either party's business for the benefit of its creditors; or

3.4 By Essentia Health, immediately upon notice to School if, in Essentia Health's sole discretion, termination is necessary to preserve the quality of patient services or to protect the health, safety, or welfare of patients, employees, or other persons.

4. ***Insurance.*** School agrees to maintain throughout the Term of the Agreement, at its sole cost and expense, insurance coverage in sufficient amounts to cover the work being performed by School pursuant to the Agreement. Such coverage must cover all of School's obligations hereunder, including, but not limited to, Commercial General Liability Insurance covering products and completed operations, property damage, bodily injury and personal & advertising injury on an "occurrence" basis with limits no less than $1,000,000 per occurrence and $3,000,000 annual aggregate; Professional Liability (Errors and Omissions) Insurance, with limits no less than $1,000,000 per occurrence and $3,000,000 annual aggregate; and applicable statutory limits for Workers' Compensation. By requiring insurance, neither party represents that coverage and limits will necessarily be adequate to protect the other party, and such coverage and limits shall not be deemed as a limitation on a party's liability in connection with the Agreement.

5. ***Indemnification.*** To the extent permissible under law, School will defend, indemnify and hold harmless Essentia Health and its agents, officers, and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (1) School's negligent or wrongful actions or omissions relating to or arising from this Agreement, or (2) the negligent or wrongful actions or omissions of School's sub-contractors, anyone directly or indirectly employed or contracted by School, or anyone for whose actions or omissions School may be liable.

6. ***No Exclusion/Debarment.*** Each party hereby represents and warrants to the other that neither it nor any employee, contractor, or agent now or hereafter engaged by such party to provide services under the Agreement (collectively, a "Representative") is, and at no time has been, excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs. Each party hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of such party or any Representative from any federally-funded health care program, including the Medicare and Medicaid programs. In the event that a party or any Representative is excluded from participation in any federally-funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party or a Representative is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach; provided, however, that if the breaching party immediately removes a Representative who is so excluded or has otherwise breached the provisions of this Section from the performance of services under the Agreement, the Agreement shall not automatically terminate. Each party shall indemnify (the "Indemnifying Party") and hold harmless the other party against all actions, claims, demands and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by the Indemnifying Party. The provisions of this Section shall survive the expiration or termination of the Agreement for any reason.

7. ***Access to Records.*** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, School shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the

Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Essentia Health under this Agreement. If School carries out any of its duties under this Agreement through a subcontract with a value or cost of $10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

8. ***Independent Contractors.*** The parties are independent contractors to one another and nothing herein shall be construed as creating an employment, agency, joint venture, or partnership relationship between the parties.

9. ***Limitation of Liability.*** Each party shall be responsible for its own acts and omissions, including the acts and omissions of its employees or agents, and shall not be responsible for the acts and omissions of the other party, its agents, or employees.

10. ***No Referrals.*** Nothing in this Agreement, nor any consideration in connection herewith, contemplates or requires the referral of any patient or any other business between the parties.

11. ***Relationship between Essentia Health and Students.*** This Agreement does not create an express or implied contract to provide medical care to Students beyond that which is set forth herein. Further, Essentia Health's commitment to provide Services hereunder does not obligate Students to utilize such Services. Students who receive Services are being served as student athletes of School and not as patients of Essentia Health. Essentia Health has no clinical obligation to Students beyond the provision of Services described herein. It is each Student's responsibility to obtain any medical care that may be necessary/appropriate, and which is outside the scope of this Agreement, and it is the Student's prerogative to choose the provider from whom or from which such medical care (if any) is obtained.

12. ***Confidentiality.*** Essentia Health acknowledges the confidentiality of School's student records in accordance with state and federal law and agrees to maintain the confidentiality of such records as Essentia Health may be given access to hereunder.

13. ***Jeopardy.*** If Essentia Health reasonably determines that continued performance of this Agreement jeopardizes Essentia Health's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment program, (iii) accreditation status, or (iv) tax exempt or bond financing status, Essentia Health shall notify School so the parties may resolve the issue. If no resolution is reached within fifteen (15) days, Essentia Health may terminate this Agreement immediately and without penalty.

14. ***Nondiscrimination.*** Neither party shall discriminate in the provision of services to patients based on race, color, national origin, ancestry, religion, gender, marital status, disability, sexual orientation, age, or any other legally prohibited basis, except as may be medically indicated.

15. ***Legal Compliance.*** In its respective performance hereunder, each party shall comply with all applicable laws, rules, and regulations.

16. ***Notices.*** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the U.S. mail, postage prepaid, return receipt requested, addressed to a party as follows:

If to Essentia Health:

Essentia Health
Attn: Sports Medicine Director
502 E. 2nd St.
Duluth, MN 55805

With a copy to:

Essentia Health
Attn: Chief Legal Officer
502 E. 2nd St.
Duluth, MN 55805

If to School:

Independent School District #709
Attn: Superintendent
215 North First Avenue East
Duluth, MN 55802

With a copy to:

17. Miscellaneous Provisions.

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and replaces and supersedes any prior agreement or understanding of the parties regarding the same, including that certain Sports Medicine Services Agreement effective as of January 21, 2020. This Agreement may only be modified by the parties' mutual signed written agreement.

17.2 Governing Law. This Agreement shall be construed under and governed by the laws of the state of Minnesota.

17.3 Waiver. Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.

17.4 Partial Invalidity. If any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of law or is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

17.5 Assignment. Neither this Agreement nor any rights or duties hereunder may be assigned by a party without the other party's written consent.

17.6 No Third-Party Beneficiaries. This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of the same has the effect of conferring any rights or expectations on any third party. No person other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any term of the Agreement.

17.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

ESSENTIA HEALTH		**SCHOOL**	
By:	Kurt Radke	By:	Simone Zunich
Print Name:	Kurt Radke	Print Name:	Simone Zunich
Title	Operations Senior Director	Title	Exec Director
Date	7/01/24	Date	6/14/24

EXHIBIT A

Marketing and Advertisement Opportunities

School shall provide the following marketing and advertising opportunities to Essentia Health. School agrees not to offer, grant, or sell the same or similar marketing and advertising opportunities outlined below to any other party engaged in the business of healthcare.

- Short, pre-scripted announcements provided by Essentia Health to be read during designated timeouts or at halftimes;
- Crowd t-shirt giveaways, with the option for School to co-brand t-shirts with Essentia Health;
- Display of Essentia Health banners in mutually agreed upon locations but in no event shall School provide less than two (2) locations acceptable to Essentia Health;
- Display of Essentia Health logos on electronic scoreboard displays in gymnasiums;
- Essentia Health recognition as the provider of athletic training services in all programs for sporting events;
- Holding a "Meet your Essentia Health Orthopedic/Sports Medicine team" night at up to one (1) game during a varsity season;
- Making health-sponsored content available to School's parents, students, and community members via electronic distribution, upon Essentia's request and in coordination with School leadership;
- Distribution of Essentia Health information relevant to sports medicine to School's student athletes;
- Distribution of health and wellness information (mental health, tobacco cessation, sports nutrition, etc.) to students and/or parents; and
- Such other marketing and advertising opportunities as may be mutually agreed between the parties from time to time. Acknowledge at all home games/venues, via signage, program advertisement and public address announcement, that orthopedic & sports medicine services are provided by Essentia Health;
- Signage at the front and back of the football stadium press box to be created and installed by Essentia and approved by School;
- At Essentia's sole cost and expense, logo on the field turf at the football stadium;
- At Essentia's sole cost and expense, banners on the light poles in the football stadium parking lot;
- At Essentia's sole cost and expense, grant exclusive rights to Essentia on all signage on training room and weight room doors to acknowledge that orthopedic & sports medicine services are

provided by Essentia, signage to be prominently displayed with approval of the School facilities director to ensure compliance with then-current School policies and requirements;

- At Essentia's sole cost and expense, grant sole rights to Essentia for additional highly prominent signage placements at all other home sports venues (such as signage at entrance gates, scoreboards and field graphics) with approval of the School facilities director to ensure compliance with then-current School policies and requirements;

- Use information or materials approved or provided by Essentia, including ads, logos, scripting, etc. for the signage, public address announcement and program advertisement; and

- Provide additional promotion opportunities as agreed to by Essentia's marketing team and School at no additional cost to Essentia, including, but not limited to, advertising in Booster Club programs, events, and other activities.

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Melody J. Diver, 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 May 25, 2024 and shall remain in effect until June 30th, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 250 hourly and $ 250 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: Grey Black, 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) 1567 White Pine Trl Cloquet, MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 6-6-2024 Date

Program Director 6-5-2024 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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/6/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Valerie Dodge, 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 June 1st 2024 and shall remain in effect until June 30th 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 30 hourly and $ 2,900 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:_____, 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)

_____

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | SSN/Tax ID Number | Date

Program Director | Date 6-3-2024

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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | Date 6/6/24

AGREEMENT

THIS AGREEMENT, made and entered into this __29__ day of _May_ , 2024____ , by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Mazzini, 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: Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _10/01/2023 and shall remain in effect until _6/1/2024_ , 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.

3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 $30 hourly and $420 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) 2102 Jefferson St. Apt 2, Duluth MN 55812.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

	[redacted]	
Contractor Signature	SSN/Tax ID Number	Date 5/31/24
Program Director		Date 6-10-24

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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date 6/11/24

AGREEMENT

THIS AGREEMENT, made and entered into this _9th_ day of _October__ , 2023_ , by and between Independent School District #709, a public corporation, hereinafter called District, and _____Jeremy Wilson_____, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _October 9th, 2023_ and shall remain in effect until _____June 30, 2024_ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed__$250.00 hourly/or each performance and $ 6000.00___ in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_Duluth American Indian Education__ ,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) 111 Morley Parkway _____Duluth MN 55803_____ .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11.03.23 Date

Program Director 5/14/24 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/11/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Knott, 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 6-1-2024 and shall remain in effect until June 30th 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50 hourly and $ 1,200.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:__Duluth American Indian Education___, 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) _
__**Alex Kmett 1632 Airport Rd., Cloquet MN, 55720**_____ .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

	[redacted]	06/04/24
Contractor Signature	SSN/Tax ID Number	Date
Program Director		6-10-24 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:

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

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

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

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

	6/12/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, 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 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50.00 hourly and $ 1,200.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,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)
Ricky Defoe, 704 Ishpeming Rd., Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ricky W. DeToe [redacted] 6/5/24

Contractor Signature SSN/Tax ID Number Date

6-10-24

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:

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

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

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

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

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

6/12/24

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Molly Hunter, 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 June 1st 2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50.00 hourly and $ 1,200.00 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,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)
Molly Hunter, 260 Gagwagim Road, Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | [redacted] SSN/Tax ID Number | 6/5/24 Date

Program Director | 6-10-24 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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 6/12/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Goodwin, 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 June 1st 2024 and shall remain in effect until June 30th 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 150.00 hourly and $ 1,500.00 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,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)
Frank Goodwin, 32 Cato Ave., 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.

Frank L Woods [redacted] 6-5-24

Contractor Signature SSN/Tax ID Number Date

6-10-24

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:

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

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

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

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

Erinne Zmuda 6/12/24

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

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jamie Petite JR, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50.00 hourly and $ 1,200.00 in total.

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

AGREEMENT

THIS AGREEMENT, made and entered into this**_5th__ day of _June , 2024_** , by and between Independent School District #709, a public corporation, hereinafter called District, and **___Jaimie Petite Sr.__,** an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **_June 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.** *(insert or attach a list of programs/services to be performed by contractor)*

Culturally specific services, and cultural knowledge, teachings, drumming and singing services.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **$_50.00_(fifty dollars) hourly and $ _2400.00__ in total.**

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:__Duluth American Indian Education___, 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) _
__**Jaimie Petite Sr., 1296 Blacketter Rd., Sawyer MN, 55780**_____ .

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 6-5-24 Date

Program Director 6-10-24 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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/12/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Cain, 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 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 150 hourly and $ 3,000 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn: American Indian Education_____, 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) ____**Thomas Cain 12371 W. County Rd N Couderay, WI 548282**_____ :

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.

Thomas Cain [redacted] 06-05-2024

Contractor Signature SSN/Tax ID Number Date

6-10-24

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

Brianne Zmich 6/12/24

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

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jakob Wilson, 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 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50.00 hourly and $ 3,000 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,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)
Jakob Wilson, 260 Gagwagim Road, Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | [redacted] SSN/Tax ID Number | 6.5.2024 Date

Program Director | 6-10-24 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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 6/12/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Ian Proulx, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 150 hourly and $ 3,000 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | [redacted] SSN/Tax ID Number | 6/5/24 Date

Program Director | 6-10-24 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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 6/12/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Valerie Dodge, 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 June 1st 2024 and shall remain in effect until June 30th 2025 ~~2024~~, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Summer programming for Am. Indian Education

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50 hourly and $ 2,900 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:_____, 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) _____.

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.

valerie Dodge — [redacted] — 6-3-2024

Contractor Signature | SSN/Tax ID Number | Date

6-3-2024

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:

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

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

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

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

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

6/17/24

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of May, 2024 by and between Independent School District #709, a public corporation, hereinafter called District, and Leslie Bucar 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 9, 2024 and shall remain in effect until May 10, 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.** Contractor will be coordinating and implementing geocaching instructions to our prek families at the Nature Night event. This includes making coordinates, marking them in the woods, teaching the history of geocaching, instructing how to put app on the phone and how to use it no matter where they are and how to put in the coordinates for our caches hidden in the woods for our event. This event was 5/22/24

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $100.

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 Leslie Bucar 411 99th Ave W Duluth, MN 55808.

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

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

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

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

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

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

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

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

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

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

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

Kenneth Bucar — [redacted] — 5/23/24

Contractor Signature | SSN/Tax ID Number | Date

6/3/24

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	504	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Jennine Zunich — 6/12/24

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

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Leanna Hudson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 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.** Support services include: The contracted staff will determine needs of families and students, meet with families in secondary schools, shelters, safe locations and identify barriers to attending school. Meeting families at their location will expedite the enrollment process and time children spend unenrolled from school. The contracted staff will collaborate with organizations within the community to meet the needs of youth and share common barriers that face the youth. The contracted staff will have close contact with area youth shelters and assess shelter bed availability, refer for rapid VI-SPDAT assessment for the UHY youth that are seeking housing opportunities. The contracted staff will also help with obtaining vital documents for UHY that do not have access to such documents. Public bus passes and requests for public school transportation via bus or van will also be coordinated as needed from the contracted staff. Contracted staff will consult with the FIT Program Coordinator and FIT team about barriers, resources and new enrollments within the team assigned schools. For the UHY seeking post-secondary education, the project staff will assist the Program Coordinator with verification letters needed for college applications, verifying homeless status, as well as assisting youth who are navigating the FAFSA with a homeless designation.

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 $40 hourly and $25,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Kaitlyn Jamar, 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 Leanna Hudson, 1545 Torgeson Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

LeAnna Hudson [redacted] 5-21-24

Contractor Signature SSN/Tax ID Number Date

K. Jamar 5/31/24

Program ~~Director~~ Coordinator 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	203	868	303	180
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/6/24

Date

No Cost Contracts Signed
June 2024

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

Name	**Contract Source**	**Description**
Luther College	TLE	Student teacher partner agreement for FY25
St. Luke's Birthing Center	ECFE	ECFE parent educators will provide newborn visits with families of newborn children 2-3 times per week year-round. Parent educators will also attend birthing classes when invited to provide information and resources

LUTHER COLLEGE

June 12, 2024

On behalf of the entire Education Department, I would like to take this opportunity to express our sincere gratitude and thanks to you and your staff. Your support and professional guidance to the Luther College Teacher Education Program is indispensable and greatly appreciated.

You are receiving this new 3-year MOU because you have had Luther College students in your school district in the past. It is helpful for us to have a fully executed MOU on file even if we do not currently have students scheduled to be in your school district.

Our new 3-year Memorandum of Understanding for June 30, 2024, through July 1, 2027, is enclosed. Please have the appropriate individual at your school district sign the MOU. **Return a signed copy via email to me at gunderre@luther.edu**. You may want to make a copy of the signed MOU for your records and referral.

If your school district requires any changes or additions to this new 3-year MOU, please let me know as soon as possible. You can contact me by email at gunderre@luther.edu.

Sincerely,
Renee Gunderson

Renee Gunderson

Administrative Assistant
Luther College Education Department
Koren 101
Phone (563)387-1140 Fax (563)387-1107
gunderre@luther.edu

LUTHER COLLEGE

Memorandum of Understanding
June 30, 2024 – July 1, 2027

Duluth PSD (MN ISD 709)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101, and Duluth PSD (MN ISD 709), 4316 Rice Lake Rd, Ste 103, , Duluth, MN 55811.

PROVISIONS:

1. Luther College and Duluth PSD (MN ISD 709) agree to participate in a clinical field experience program, including student teaching, student observations, and other field experiences if placements are available in the district.

2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences who are placed in Duluth PSD (MN ISD 709).

3. Student teachers and other field experience enrollees of the Luther College Education Department must comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth PSD (MN ISD 709) and the option of Luther College, should circumstances warrant such an action.

4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area and grade level. It may not be their first year in their current assignment/building.

5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students must follow the guidelines set by Duluth PSD (MN ISD 709) for this process.

PLEASE CHECK ONLY ONE BOX BELOW.

☐ Duluth PSD (MN ISD 709) has a system in place by which the student can complete this requirement.

☐ Duluth PSD (MN ISD 709) requires Luther College to process a National background check for the student. The student must pay the processing fee and submit the completed report to Duluth PSD (MN ISD 709). This background check will include:

- National Sex Offender Registry
- National Criminal Database
- Criminal Search – County
- ID Trace Pro

Education Department 563.387.1140 P 563.387.1107 F www.luther.edu/education
Luther College 700 College Drive Decorah, Iowa 52101-1043 www.luther.edu

6. Duluth PSD (MN ISD 709) and Luther College agree to provide equal educational opportunities and access to facilities for all qualified persons. To not discriminate in employment, academic programs, and activities based on age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. This agreement begins on June 30, 2024, and terminates on July 1, 2027. Luther College or Duluth PSD (MN ISD 709) may terminate or change the assignment of any student at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

8. In gratitude, Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment will be made at the end of each semester after the Luther College Education Department receives the completed assessments (2 observation feedback reports; and 2 evaluations) from the cooperating teacher. Payment for a student teacher who has withdrawn before the middle of the placement shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 115) - $75
- January Term developing practicum (Methods) - $100
- Student teaching
  - 4 weeks - $100
  - 7-10 weeks - $200

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

☐ Please check this box **IF** Duluth PSD (MN ISD 709) **requires** the cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: Anthony Bonds — Title: Assistant Superintendent
Representative, Duluth PSD (MN ISD 709)

Signature: Anthony Bonds — Date: 6/27/24
Representative, Duluth PSD (MN ISD 709)

Signature: Todd Cerney — Date: 30 May 24
Provost, Luther College

Updated 5/9/2024

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Luke's Birthing Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(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.** ECFE Parent Educator(s) will provide Amazing Newborn visits with families of newborn children 2-3 times per week year-round with the exception of school breaks and dependent on staff availability. Additionally, Parent Educators will attend birthing classes when invited to provide information and resources.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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) St. Luke's Birthing Center, Attn: Stephanie Forslund, 915 E 1st St, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Teresa Hamm | 41-0714079 | 6.4.2024

Contractor Signature | SSN/Tax ID Number | Date

Program Director | Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

XX	X	XXX	XXX	XXX	XXX	XXX

_____ 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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 6/6/24 Date

250

Revenue Contracts Signed
June 2024

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	**Amount or Estimated Amount***	**Contract Source**	**Description**
Itasca Area Schools Collaborative	$35,421.07	Special Services	.2 FTE Of Julie Venus for Assistive Technology Services

DULUTH PUBLIC SCHOOLS
Special Services

709 Portia Johnson Drive , Suite 207
Duluth, MN 55811
www.isd709.org

Duluth Public Schools
Special Services Department
709 Portia Johnson Drive, Duluth, MN 55802
218-336-8740

INDIVIDUAL OR AGENCY – Purchase of services

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

Name / Agency:	Itasca Area Schools Collaborative
Address:	101 1st Ave NE, PO Box 307 Deer River, MN 56636
Telephone #(s):	
Social Security or Federal ID Number:	W-9 Must be Attached
Description of Service To be Performed:	.2 FTE of Julie Venus for Assistive Technology Services
Population to be Served:	Region 3
Location of Service:	Variety of Districts
Required Qualification:	MN Special Education License — File Folder if Needed: 396826
Date(s) of Services:	2024-2025 School Year
Rate of Pay:	.2 FTE, $56.93 per hour. Estimated Salary and Benefits is $35,421.07.
Invoicing Procedures:	Duluth Public Schools will send invoices twice per year.
Cancellation Requirements:	Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, the organization assumes no financial obligation for this agreement.

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

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

SIGNATURES

IASC — Date

Duluth Public Schools - Director of Special Education — 6-4-24 — Date

Duluth Public Schools - CFO — 6/17/24 — Date

252

01 E 005 420 740 143 000

A-Box 6/17/24

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, July 23, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Regular School Board Meeting - June 18, 2024 3
      2) Special School Board Meeting Re: Negotiations - June 26, 2024 6
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 7
         b. Other Action Items
            (1) ~~Facility Use Fee Schedule~~ - REMOVED FROM CONSENT AGENDA
      2) Finance
         a. Financial Report (Reports will resume for FY25 in August 2024)
         b. Bids, RFPs and Quotes - None
         c. Contracts, Change Orders, Leases
            (1) Contract - BAYADA Home Health Care, Inc. 11
            (2) Contract - Use & Maintenance Agreement (Gary New Duluth Development Alliance, City of Duluth, Duluth Public Schools) 16
            (3) Contract - Check & Connect Services FY25 22
            (4) Lease - Udac, Inc. FY25 Rental Space Addendum 27
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests 37
         b. Field Trip Requests - None
         c. Data Sharing Agreements - None
   C. **Approval of Policy Readings**
      1) First Readings - None
      2) Second Readings - None
      3) Annual Review - None
   D. **Approval of Committee Reports**
   By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.
      1) Monthly Committee of the Whole - No July Meeting
      2) Policy Committee - No July Meeting
      3) Human Resources/Business Services Committee - July 9, 2024 39

Regular School Board Meeting
Tuesday, June 18, 2024 6:30 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

Henry Banks:	Present
Kelly Durick Eder:	Present
Rosie Loeffler-Kemp:	Present
Jill Lofald:	Present
Sarah Mikesell:	Present
Amber Sadowski:	Present
Stephanie Williams:	Present

Present: 7.

1. Call to Order
at 6:38 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to approve the Agenda. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

5. School and Community Recognition
Assistant Superintendent Bonds presented the School and Community Recognition.

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
Student Representative Miller presented the Denfeld Student Report.
Student Representative Patronas presented the East Student Report.

6.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report. Topics included:
Student Reports
Facilities Update - Solar
Facilities Update - Lowell Traffic Issues
Juneteenth Holiday
Leadership Updates
Budget Updates
Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole *(June 13, 2024)*
Assistant Superintendent Bonds presented the Committee of the Whole Report.

7.B. Human Resources/Business Services Committee *(June 11, 2024)*
Member Durick Eder presented the HR/Business Services Committee Report.

7.C. Policy Committee *(June 13, 2024)*
Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates
Member Sadowski shared an American Indian Parent Advisory Committee (AIPAC) update.
Member Loeffler-Kemp shared a Duluth Public Schools Foundation update.

9. Consent Agenda
Move to approve the Consent Agenda. This motion, made by Henry Banks and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-6-24-4031 - Adoption of FY25 Budget
Move to approve B-6-24-4031 Adoption of FY25 Budget. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.B. B-6-24-4032 - Acceptance of Donations to Duluth Public Schools
Move to approve B-6-24-4032 Acceptance of Donations to Duluth Public Schools. This motion, made by Henry Banks and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.C. B-6-24-4033 - 2024-2025 Resolution for Membership in the Minnesota State High School League (Denfeld High School)
Move to approval B-6-24-4033 2024-2025 Resolution for Membership in the Minnesota State High School League (Denfeld High School). This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.D. B-6-24-4034 - 2024-2025 Resolution for Membership in the Minnesota State High School League (East High School)

Move to approve B-6-24-4034 2024-2025 Resolution for Membership in the Minnesota State High School League (East High School). This motion, made by Stephanie Williams and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. HR-06-24-4046 Non-Renewal Staff
Move to approve HR-06-24-4045 Non-Renewal Staff. This motion, made by Henry Banks and seconded by Amber Sadowski, Passed.
Henry Banks: Nay, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 1
Henry Banks: Nay

11.B. HR-6-24-4046 Education Directors Association Collective Bargaining Agreement
Move to approve HR-6-24-4046 Education Directors Association Collective Bargaining Agreement. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.C. SP-6-24-4047 School Board Member Attendance at the 2024 MSBA Summer Leadership Seminar
Move to approve SP-6-24-4047 School Board Member Attendance at the 2024 MSBA Summer Leadership Seminar. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.
Henry Banks: Nay, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 1
Henry Banks: Nay

12. Questions / Other

13. Adjournment
Move to Adjourn at 8:35 p.m. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Chair Lofald

Clerk Sadowski

Special [Closed] School Board Meeting - Negotiations
Wednesday, June 26, 2024 3:30 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

Henry Banks:	Present
Kelly Durick Eder:	Present
Rosie Loeffler-Kemp:	Present
Jill Lofald:	Present
Sarah Mikesell:	Present
Amber Sadowski:	Absent
Stephanie Williams:	Present

Present: 6, Absent: 1.
Amber Sadowski: Present
Present: 7.
Member Sadowski arrived at 4:05 p.m.

1. Call to Order
at 3:32 p.m.

2. Roll Call
3. Closed Session

The Open Meeting Law, Minnesota Statute section 13D.03, sub(1) states that a public body shall close a meeting for the purpose of considering strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
Move to convene to a closed session at 3:33 p.m. This motion, made by Jill Lofald and seconded by Kelly Durick Eder, Passed.
Amber Sadowski: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1
Reconvene from the closed session at 4:42 p.m.

4. Official Action Related to Closed Session, If Necessary

5. Adjournment
Move to adjourn at 4:43 p.m. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Chair Lofald

Clerk Sadowski

HUMAN RESOURCES ACTION ITEMS FOR: July, 23, 2024

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES	
ADKINS, SYDNEY	EXCEL SUMMER SCHOOL GRADE 5/CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
ANDERSON, PAYTON	SEAT BASED SUMMER SCHOOL/SOCIAL STUDIES/DENFELD, $30PER HOUR M-TH 4H45M	06/17/2024	07/25/2024
BACKSTROM, MARY	EXCEL SUMMER SCHOOL GRADE 1/LAURA MAC, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
BAKER, JULIA	TEACHER MATH SPED/ARROWHEAD, 96 + 8 HOURS, $30PER HOUR M-F 8-12	06/10/2024	07/12/2024
BAKKEN, TARA N	GRADE 5 TEACHER/MYERS-WILKINS, (MA) IV 8, 1.0, LATSCHER K. TRANSFER	08/26/2024	
BELLEHUMEUR, JULIE	TEACHER PRE KINDERGARTEN/MYERS WILKINS, UP TO 20 HOURS	06/10/2024	6/14/2024
BENOIT, TAMARA A	LTS SPED RESOURCE TEACHER/ORDEAN, (BA) III 8, 1.0, ARTIM B. PARENTAL LEAVE TEMP POSITION	08/26/2024	
BIRDSALL, JADE	EXCEL SUMMER SCHOOL STEM/LAURA MAC, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
BRITTON, KATIE J	ELEMENTARY SCHOOL PRINCIPAL/PIEDMONT, 44WK, $116,889.00, SHERMOEN B. RESIGNED	08/12/2024	
BROIDO, ALESSANDRO K	SPANISH IMMERSION GRADE 4/LOWELL, (MA+30) IV 7, 1.0, THEIS G. TRANSFER	08/26/2024	
BROWN, SHARON	EXCEL SUMMER SCHOOL PHYSICAL EDUCATION/MYERS WILKINS, $30 PER HOUR M-TH 8-1	06/17/2024	7/11/2024
BROWN, SHARON	EXCEL SUMMER SCHOOL PHYSICAL EDUCATION/ORDEAN, $30 PER HOUR M-TH 8-12	07/15/2024	8/8/2024
BRUNS, TYLER	SEAT BASED SUMMER SCHOOL/PHYSICAL SCIENCE/DENFELD, $30PER HOUR M-TH 4H45M	06/17/2024	07/25/2024
CAWCUTT, TOM	ELEMENTARY SUMMER SCHOOL SUPERVISOR/CONGDON, PRO-RATA M-TH 8-12	06/17/2024	07/11/2024
CAWCUTT, TOM	ELEMENTARY SUMMER SCHOOL COORDINATOR/DISTRICT WIDE, STIPEND M-TH 8-12	06/17/2024	07/11/2024
DIGNAN, SAMANTHA	EXCEL SUMMER SCHOOL KINDERGARTEN/CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
DOLS, MARY	EXCEL SUMMER SCHOOL GRADE 3/MYERS WILKINS, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
ECKEL, JENNIFER	SEAT BASED SUMMER SCHOOL/SOCIAL STUDIES/DENFELD, $30PER HOUR M-TH 4H45M	06/17/2024	07/25/2024
ERIE, TROY	EXCEL SUMMER SCHOOL GRADE 4CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
FRANKLIN, DANIEL	EXCEL SUMMER SCHOOL GRADE 3/LAURA MAC, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
GARENTT, WILLIAM	SEAT BASED SUMMER SCHOOL/ALGEBRA/DENFELD, $30PER HOUR M-TH 4H45M	06/17/2024	07/25/2024
GEISSLER, JODY	ADMIN SUPERVISOR SUMMER SSCHOOL/DENFELD, $64.76 PER HOUR, M-TH 7:30-12:30	06/17/2024	07/25/2024
GEISSLER, JODY	MIDDLE SCHOOL SUPERVISOR/ORDEAN, 120 HOURS M-TH 8-12	07/15/2024	08/08/2024
GLOCKLE, NATHAN	SUMMER SCHOOL COORDINATOR/ALC, 96 + 8 HOURS, STIPEND, T/W 8-12	06/12/2024	08/23/2024
GOODE, LONDON	EXCEL SUMMER SCHOOL PHYSICAL EDUCATION/LINCOLN PARK, $30 PER HOUR M-TH 8-12	07/15/2024	8/8/2024
GREINER, ELIZABETH	EXCEL SUMMER SCHOOL GRADE 5/LAURA MAC, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
HELGESON, WYATT	SEAT BASED SUMMER SCHOOL/PHYSICAL SCIENCE/DENFELD, $30PER HOUR M-TH 4H45M	06/17/2024	07/25/2024
HIFERS, ANDREW	SEAT BASED SUMMER SCHOOL/BIOLOGY/DENFELD, $30PER HOUR M-TH 4H45M	06/17/2024	07/25/2024
HINTSALA, JACOB	PRINCIPAL/RESIDENTIAL SCHOOLS, UP TO 80 HOURS M-F	06/10/2024	07/12/2024
HUDYMA, JENNIFER A	ECFE EARLY CHILDHOOD TEACHER/PARENT EDUACATOR/PIEDMONT, (BA) III 8, 0.475	08/26/2024	
HUGHES, KIM	ESY CLASSROOM TEACHER/LINCOLN PARK, UP TO 67 HOURS PRO-RATA	7/15/2024	8/1/2024
HYNES, CHERYL	SEAT BASED SUMMER SCHOOL/ENGLISH 9-12/DENFELD, $30PER HOUR M-TH 4H45M	06/17/2024	07/25/2024
JONES, JO	EXCEL SUMMER SCHOOL GRADES 6,7, 8 READING & ENGLISH/ORDEAN, $30 PER HOUR M-TH 8-12	07/15/2024	8/8/2024
KELLEY, LAVINA	EXCEL SUMMER SCHOOL STEM/CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
KEMI, BRITTNEY	EXCEL SUMMER SCHOOL GRADE 4/LAURA MAC, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
KEOGAN, RACHEL A	ENGLISH LANG. ARTS, IMMERSION SPECIALIST TOSA/LOWELL, (MA) IV 9, 1.0, RECKER C. TRANSFER	08/26/2024	
KIEHN, TUCKER D	BUSINESS ED TEACHER/ORDEAN EAST, (MA+15) IV 8, HUGHES D. RESIGNED	08/26/2024	
KOCHEVAR, ANNA	EXCEL SUMMER SCHOOL GRADE 2/LAURA MAC, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
KRUGER, SHEILA	EXCEL SUMMER SCHOOL GRADE 1/MYERS WILKINS, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
LIVADAOS, KATHERINE	EXCEL SUMMER SCHOOL STEM/MYERS WILKINS, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
LUEDTKE, JACK	SEAT BASED SUMMER SCHOOL/ENGLISH 9-12/DENFELD, $30PER HOUR M-TH 4H45M	06/17/2024	07/25/2024
LUEDTKE, JACK	EXCEL SUMMER SCHOOL GRADES 6,7, 8 READING & ENGLISH/LINCOLN PARK, $30 PER HOUR M-TH 8-12	07/15/2024	8/8/2024
LUOMA, ROCHELLE	EXCEL SUMMER SCHOOL GRADE 2/MYERS WILKINS, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
LYLE, RICHARD	EXCEL SUMMER SCHOOL GRADES 6,7, 8 MATH/ORDEAN, $30 PER HOUR M-TH 8-12	07/15/2024	8/8/2024
NELSON, HAAKON P	GRADE 3/LAURA MACARTHUR, (MA+45) IV 9, MCKECHNIE K. TRANSFER	08/26/2024	
NELSON, STEPHANIE ANN-PASEK	SKILLS FOR SUCCESS TEACHER/LINCOLN PARK, (BA+15) III 4, 0.6,	08/26/2024	
NELSON, STEPHANIE ANN-PASEK	SOCIAL STUDIES TEACHER/LINCOLN PARK, (BA+15) III 4, 0.4	08/26/2024	
NESTOR, FAITH E	PRESCHOOL/HEAD START/PIEDMONT, (BA) III 8, 1.0, FARNHAM D. RETIRED	08/26/2024	
NOVAK, JANIE	EXCEL SUMMER SCHOOL GRADE 3/CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
OVADJA, BEATRICE	TEACHER ELEMENTARY SPED/MERRITT, 96 + 8 HOURS, $30PER HOUR M-F 8-12	06/10/2024	07/12/2024
PERTTULA, MARY KAY	EXCEL SUMMER SCHOOL KINDERGARTEN/MYERS WILKINS, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
RATKE, MEGAN	EXCEL SUMMER SCHOOL GRADE 4/MYERS WILKINS, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
SAUMER, JAYSA L	ELEMENTARY MUSICA SPECIALIST/MYERS-WILKINS/ROCKRIDGE, (BA) III 6, 1.0, VANALST M. RESIGNED	08/26/2024	
SCHMITZ, MORGAN	EXCEL SUMMER SCHOOL GRADE 1/CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
SCHOFIELD, KAISA	EXCEL SUMMER SCHOOL GRADE 2 & 3/CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
SEBOE, DANETTE	MIDDLE SUMMER SCHOOL SUPERVISOR/LINCOLN PARK, PRO-RATA M-TH 8-12	07/15/2024	08/08/2024
STARKS, REBECCA	EXCEL SUMMER SCHOOL GRADES 6,7, 8 MATH/LINCOLN PARK, $30 PER HOUR M-TH 8-12	07/15/2024	8/8/2024
STEFFAN, KAITLYN	EXCEL SUMMER SCHOOL GRADE 5/MYERS WILKINS, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
SZAFLARSKI, ERICA	TEACHER ELEMENTARY SPED/ROCKRIDGE, 96 + 8 HOURS, $30PER HOUR M-F 7:30-11:30	06/10/2024	07/12/2024
TESCHENDORF, TANA	EXCEL SUMMER SCHOOL PHYSICAL EDUCATION/LAURA MAC, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
THEIS, GABRIELA	ELEMENTARY SUMMER SCHOOL SUPERVISOR/LAURA MAC, PRO-RATA M-TH 8-12	06/17/2024	07/11/2024
THOMPSON, CARRIE L	ELEMENTARY PRINCIPAL/LAURA MACARTHUR, 44WK, $116,889.00, ERICKSON J. RESIGNED	08/12/2024	
WAGMAN, ALEXANDRA	EXCEL SUMMER SCHOOL STEM/LINCOLN PARK, $30 PER HOUR M-TH 8-12	07/15/2024	8/8/2024
WALKER, JULIE A	PRESCHOOL/PIEDMONT HEAD START, (MA) IV 9, 1.0, GONZALEZ K. DISPLACED	08/26/2024	
WATTERS, ANGELA	EXCEL SUMMER SCHOOL GRADE 2/CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
WEBER-LARIONOVA, TATYANA M	GERMAN TEACHER/LINCOLN PARK, (MA) IV 9, 0.2	08/26/2024	
WEIDT, SALLY	ELEMENTARY SUMMER SCHOOL SUPERVISOR/MYERS WILKINS, PRO-RATA M-TH 8-12	06/17/2024	07/11/2024
WEST, JENNIFER	EXCEL SUMMER SCHOOL KINDERGARTEN/LAURA MAC, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
WIECZOREK, ISAIAH	EXCEL SUMMER SCHOOL PHYSICAL EDUCATION/CONGDON, $30 PER HOUR M-TH 8-12	06/17/2024	7/11/2024
WRIGHT, KARI	EXCEL SUMMER SCHOOL STEM/ORDEAN, $30 PER HOUR M-TH 8-12	07/15/2024	8/8/2024
VOLD, CHRIS	AEO/ALC COORDINATOR/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
ZWAK, MICHAEL	SUMMER SCHOOL COORDINATOR/ALC, 96 + 8 HOURS	06/09/2024	08/24/2024

CERTIFIED EXTENSIONS	POSITIONS	EFFECTIVE DATES	
ADAMS, KAREN	TEACHER ENGLISH SPED/CHESTER, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
ARRO, LANA	TEACHER MATH/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
BARRATT, KATHLEEN	TEACHER PRE SCHOOL PROG COORDINATOR, UP TO 40 HOURS	06/10/2024	06/14/2024
BARRATT, KATHLEEN	TEACHER PRE SCHOOL PROG COORDINATOR, UP TO 80 HOURS	08/12/2024	08/23/2024
BISHOP, LINNEA	TEACHER ABE/DAE	06/09/2024	08/24/2024
BLOOMQUIST, EMILY	TEACHER PRE KINDERGARTEN/MYERS WILKINS, UP TO 40 HOURS	06/10/2024	06/14/2024
BROWN, PAULA	TEACHER MATH & ENGLISH SPED/MERRITT, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
CAINE, MEGHAN	TEACHER ECFE PARENT EDUCATOR/PIEDMONT, UP TO 195 HOURS	06/09/2024	08/24/2024
DALBEC, SHARON	TEACHER ENGLISH/MERRITT, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
DESCAMBAZ, MICHAEL	TEACHER PHYSICAL EDUCATION/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
DURFEE, CHRIS	TEACHER MATH SPED/ROCKRIDGE, 96 + 8 HOURS, PRO-RATA M-F 7:30-11:30	06/10/2024	07/12/2024
ELLIOTT, WILLIAM	PRE SCHOOL PARA/MYERS WILKINS, UP TO 39 HOURS	06/10/2024	06/14/2024
FINSTED, CINDY	TEACHER ELEMENTARY SPED/CHESTER, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
GAMACHE, REBECCA	TEACHER PRE SCHOOL PROGRAM COORDINATOR/DSC, UP TO 40 HOURS	08/19/2024	08/23/2024
GLOCKLE, NATHAN	PRINCIPAL/ALC, 125 HOURS, PRO-RATA M-TH 8-4	07/01/2024	08/02/2024
GRANMO, SHERYL	TEACHER ELEMENTARY SPED/MERRITT, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
GRENIGER, JODY	TEACHER ABE/DAE	06/09/2024	08/24/2024
HANSEN, LINDSEY	TEACHER SPED/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
HENDERSON, LYNN	TEACHER ECFE PARENT EDUCATOR/PIEDMONT, UP TO 195 HOURS	06/09/2024	08/24/2024
HOPEN, ELLIOT	TEACHER ENGLISH SPED/MERRITT, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
HOPPE, ASHLEY	TEACHER ELEMENTARY SPED/CHESTER, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
JAMAR, KAITLYN	FIT COORDINATOR, UP TO 80 HOURS	06/09/2024	08/24/2024
JANSON, LEE	TEACHER ENGLISH/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
JAROS, JEN	TEACHER ECFE PARENT EDUCATOR/DSC, UP TO 80 HOURS	06/09/2024	08/24/2024
JOHNSON, KATHY	TEACHER ENGLISH/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
JONES, GREG	TEACHER DEV COORDINATOR/DSC, UP TO 52 HOURS	06/09/2024	08/24/2024
JUBENVILLE, JAMES	TEACHER SPED/ALC, 48 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
KAELBERER, JAY	TEACHER ENGLISH SPED/ARROWHEAD, 96 + 8 HOURS PRO-RATA M-F 8-12	06/10/2024	07/12/2024
KEROLA, WILL	TEACHER MATH SPED/CHESTER 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
KOLQUIST, JULIE	TEACHER ELEMENTARY SPED/MERRITT, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
LASSI, KATIE	TEACHER BIOLOGY PHYSICAL SCIENCE/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
LINDULA, JOHN	TEACHER SOCIAL STUDIES & SPED/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
MENEGHINI, CARLA	TEACHER MATH/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
MOORE, PATRICK	TEACHER ENGLISH/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
MOZOL, DIANE	TEACHER ECFE PARENT EDUCATOR/WASHINGTON CENTER, UP TO 195 HOURS	06/09/2024	06/28/2024
NELSON, TIM	TEACHER ART/ALC, UP TO 52, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
OLSON, ANTHONY	TEACHER SOCIAL STUDIES/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
PAQUETTE, BARB	TEACHER MATH SPED/MERRITT, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
PAWLIKOWSKI, BETTY	TEACHER SPED/ARROWHEAD, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
PECHEK, AMANDA	TEACHER SPED/MERRITT, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
SCHEUFELI, KATIE	TEACHER PRE SCHOOL PROGRAM COORDINATOR/DSC, UP TO 40 HOURS	08/19/2024	08/23/2024
SCHOMBERG, BRENDA	TEACHER ELEMENTARY SPED/ROCKRIDGE, 96 + 8 HOURS, PRO-RATA M-F 7:30-11:30	06/10/2024	07/12/2024
SELL, NATALIE	TEACHER ELEMENTARY SPED/ROCKRIDGE, 96 + 8 HOURS, PRO-RATA M-F 7:30-11:30	06/10/2024	07/12/2024
SMITH, HAMILTON	TEACHER SCIENCE/ALC, 96 + 8 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024
STOLARZYK, TANYA	TEACHER ELEMENTARY SPED/MERRITT, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
SWENSON, DANIELLE	TEACHER PRE KINDERGARTEN/MYERS WILKINS, UP TO 40 HOURS	06/10/2024	06/14/2024
TEMPLE-RHODES, VIRGINIA	TEACHER ABE/DAE	06/09/2024	08/24/2024
TENG, IRA	TEACHER PRE SCHOOL PROGRAM COORDINATOR/DSC, UP TO 40 HOURS	08/19/2024	08/23/2024
TODD, JENNIFER	TEACHER ELEMENTARY SPED/ROCKRIDGE, 96 + 8 HOURS, PRO-RATA M-F 7:30-11:30	06/10/2024	07/12/2024
TOLO, KATHI	TEACHER ELEMENTARY SPED/CHESTER, 96 + 8 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
TURNER, ROBERT	TEACHER ABE/DAE	06/09/2024	08/24/2024
USELMAN, DALE	TOSE EXTENSION/DSC, MAX OF 20 HOURS IN JUNE	06/09/2024	06/30/2024
WEIDT, SALLY	TOSA EXTENSION/DSC, MAX OF 20 HOURS IN JULY/AUGUST	06/09/2024	06/30/2024
WILLIAMS, PAULA	GUIDANCE COUNSELOR/ALC, 160 + 32 HOURS, T/W 8-12	06/09/2024	08/24/2024
WILLIAMS, PAULA	GUIDANCE COUNSELOR/ROCKRIDGE, 96 + 8 HOURS, PRO-RATA M-F 7:30-11:30	06/10/2024	07/12/2024
WILLIAMS, SHERRY	EARLY CHILDHOOD/HEAD START, UP TO 120 HOURS	06/16/2024	08/10/2024
WOODHULL, KRISTEN	TEACHER MATH & ENGLISH SPED/MERRITT, UP TO 40 HOURS, PRO-RATA M-F 8-12	06/10/2024	07/12/2024
ZWAK, JOEY	TEACHER BUSINESS/ALC, 125 HOURS, PRO-RATA T/W 8-12	06/09/2024	08/24/2024

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES	
BURNHAM, BERNADETTE B	UNION REPRESENTATIVE/ADMIN	07/01/2024	09/30/2026
TRUITT, ADAM W	DEAN OF STUDENTS/LINCOLN PARK	08/26/2024	06/06/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JACKSON, RACHEL D	ELEMENTARY PRINCIPAL - MYERS-WILKINS ES	06/30/2024
REUL-MONSON, SARA A	GRADE K - LAKEWOOD ES	06/07/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ANTONICH, SHELBY	CHILD NUTRTION/STOWE	06/17/2024	08/16/2024
BANKS, KELLY	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
BOURGOIS, MARY MALIA	ESY CS PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
BRADFISH, ASHLEY	ESY ASL INTERPRETER/DSC, UP TO 85 HOURS M-TH 9-11:30	6/17/2024	7/18/2024

BRADFISH, ASHLEY	ESY SPED PARA/DSC, UP TO 85 HOURS M-TH 9-11:30	6/17/2024	7/18/2024
BRADFISH, ASHLEY M	CERTIFIED INTERPRETER PARA/DISTRICT WIDE, 32.5/38WKS, $35.72/HR, SOMROCK S. RETIRED	08/26/2024	
CHIALASTRI, THERESE	CHILD NUTRITION/LINCOLN PARK	06/17/2024	08/16/2024
CLARK, NATALIE	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
CULLEN, JULIE	CHILD NUTRITION/STOWE	06/17/2024	08/16/2024
DECAMBALIZA, SOFIA	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
DEVRIES, CHERILYN	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
DRAGSTAD, MICHAEL	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
DURENE, LISA	ESY ASL INTERPRETER/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
EMISON, SUMMER	CHILD NURTITION/ROCKRIDGE	06/17/2024	08/16/2024
ERICKSON, LIANE	CHILD NUTRITION/LAURA MAC	06/17/2024	08/16/2024
FREESE, MARIA	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
GANZ, VANESSA	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
GEISER, SUSAN	CHILD NUTRITION/LINCOLN PARK	06/17/2024	08/16/2024
HENDERSON, BOB	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
HOFFMAN, JANE	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
HOLAPPA, MARY	CHILD NUTRTION/MYERS WILKINS	06/17/2024	08/16/2024
HUGHES, KIM	ESY CS PARA/DISTRICT WIDE, UP TO 20 HOURS M-TH 9-11	6/17/2024	7/3/2024
JANEZICH, AISHE	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
JAROS, JILLIAN	ESY JOB COACH/HERITAGE, UP TO 85 HOURS M-TH 9-11:30	6/17/2024	7/18/2024
JAROS, JILLIAN M	JOB COACH PARA/DSC, TRANSPORTATION, UP TO 52 HRS/$18.85/HR	07/01/2024	
JONES, BRITTA	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	07/15/2024	8/1/2024
JOUPPI, HOLLY	CHILD NUTRTION/PIEDMONT	06/17/2024	08/16/2024
KARON, MARIA	CHILD NURTITION/PIEDMONT	06/17/2024	08/16/2024
LARSON, GRACIE	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	07/15/2024	08/01/2024
LARSON, HADLEY	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
LAUDERBAUGH, GRACE	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
LINDULA, RICHELLE M	INSTRUCTIONAL PARA/LAURA MACARTHUR. 31.25/38WKS, $18.78/HR,	08/26/2024	
MEHLE, JESSE	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
MEINTZ, ANNA L	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, $20.49/HR, MAXIM K. RESIGNED	08/26/2024	
MURPHY, MARIA	ESY ASL INTERPRETER/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
PAVLICH, COURTNEY T	SPED PROGRAM PARA/LAURA MACARTHUR, 31.25/38WKS, $21.42/HR, HIBBS J. TRANSFER	08/26/2024	
POWE, AMANDA	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
PROM, SARAH	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
PUFF, JODY	CHILD NUTRITION/MYERS WILKINS	06/17/2024	08/16/2024
SAUER, DARBY	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
SCHNABEL, QUINN	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
SHEA, KERRI	CHILD NUTRITION/DENFELD	06/17/2024	07/25/2024
SHINN, MIRANDA K	SPED LPN PARA/LAURA MACARTHUR, 32.5/38WKS, $25.26/HR,	08/26/2024	
SHORTER, JENNIFER	ESY CS PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
SMITH, KATHLEEN	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
SPENCER, TERRI	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
STEINKE, HUNTER	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
STROTHER, CIENNA	ESY SPED PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
TAKAHASHI-PETERSON, YOKO	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
TJADEN, CATHERINE	ESY CS PARA/LINCOLN PARK, UP TO 65 HOURS M-TH 9-1	7/15/2024	8/1/2024
VAN ALLEN, GEORGIA	CHILD NURTITION/LAURA MAC	06/17/2024	08/16/2024
WIRTA, VANESSA L	CUSTODIAN I/LAURA MACARTHUR, 40/52WKS, $17.52/HR,	06/17/2024	
WISELEY, ELIJAH (LAUREN)	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024
ZWAK, MEGAHN	ESY SPED PARA/PIEDMONT, UP TO 65 HOURS M-TH 8-12	7/15/2024	8/1/2024

NON-CERT EXTENSION	**POSITION**	**EFFECTIVE DATES**	
AIPOLANI, SHARON	PARA/MERRITT, 8-12	06/10/2024	07/11/2024
BUGG, ANTHONY	AMIN HOME SCHOOL LIAISON/DISTRICT WIDE, UP TO 52 HOURS	06/11/2024	06/28/2024
CANFIELD-EVANSON, KRISTINE	PRE SCHOOL PARA, UP TO 23 HOURS	06/10/2024	06/14/2024
CORBIN, KANIKISA	AMIN HOME SCHOOL LIAISON/DISTRICT WIDE, UP TO 52 HOURS	06/11/2024	06/28/2024
BECK, ELZABETH	SPED PARA/ROCKRIDGE, UP TO 90 HOURS M-TH 7:30-11:30	06/10/2024	07/11/2024
DELACRUZ, JAMIE	AMIN HOME SCHOOL LIAISON/DISTRICT WIDE, UP TO 52 HOURS	06/11/2024	06/28/2024
DEVRIES, CHERILYN	PARA/ROCKRIDGE, 7:30-11:30	06/10/2024	07/11/2024
GIBSON, ANITA	OSSI CLERICAL HEAD START/DSC UP TO 48 HOURS	07/08/2024	08/02/2024
HELQUIST, MELODIE	SPED PARA/MERRITT, UP TO 90 HOURS, 8-12	06/10/2024	07/11/2024
HENNINGSGAARD, MICHELLE	PRE SCHOOL PARA, UP TO 23 HOURS	06/10/2024	06/14/2024
LARSON, GRACIE	PARA/MERRITT, 8-12	06/10/2024	07/11/2024
LATSCHER, DEBBIE	PARA/MERRITT, 8-12	06/10/2024	07/11/2024
MARCESKI, TERRI	CLERICAL/MERRITT, UP TO 144 HOURS	07/01/2024	
MCDEVITT, MATTHEW	SPED PARA/MERRITT, UP TO 90 HOURS, 8-12	06/10/2024	07/11/2024
MCGREW, PAULA	OSSI CLERICAL HEAD START/DSC UP TO 35 HOURS	07/08/2024	08/02/2024
MCKEEVER, JUDITH	PARA/CHESTER, 8-12	06/10/2024	07/11/2024
MENZ, LEEANNE	PARA/CHESTER, 8-12	06/10/2024	07/11/2024
MILLER, SUSANNA	AMIN HOME SCHOOL LIAISON/DISTRICT WIDE, UP TO 52 HOURS	06/11/2024	06/28/2024
NELSON, KIM	PRE SCHOOL PARA, UP TO 39 HOURS	06/10/2024	06/14/2024
PADDOCK, DAVID	SPED PARA/CHESTER, UP TO 90 HOURS M-TH 8-12	06/10/2024	07/11/2024
PANFIL, ANNETTE	CLERICAL/CHESTER, UP TO 50 HOURS	07/01/2024	07/12/2024
PELERIN, ROBIN	SPED PARA/MERRITT, UP TO 90 HOURS, 8-12	06/10/2024	07/11/2024

RENNQUIST, JP	AMIN HOME SCHOOL LIAISON/DISTRICT WIDE, UP TO 52 HOURS	06/11/2024	06/28/2024
REUTER, ELIZA	CLERICAL/ROCKRIDGE, UP TO 140 HOURS	06/24/2024	07/16/2024
ROBARGE, JESSICA	AMIN HOME SCHOOL LIAISON/DISTRICT WIDE, UP TO 52 HOURS	06/11/2024	06/28/2024
SCHEIDER, VICTORIA	PARA/MERRITT, 8-12	06/10/2024	07/11/2024
TOLAND, PAMELA	OSSI CLERICAL/ UP TO 120 HOURS	06/10/2024	08/01/2024
VEGA, NANCY	EARLY CHILDHOOD BUSINESS MANAGER/DSC, UP TO 120 HOURS	07/01/2024	08/12/2024
WAUGAMAN, STEPHANIE	SPED PARA/ROCKRIDGE, UP TO 90 HOURS, 7:30-11:30	06/10/2024	07/11/2024

NON-CERT LEAVES	**POSITIONS**	**EFFECTIVE DATES**	
BLINDAUER, BRETT M	SPED PROG PARA SETT III/IV - LESTER PARK	05/28/2024	06/28/2024
MCNULTY, JOHN J	UTILITY II - DW	06/03/2024	

NON-CERT RESIGNATION	**POSITION**	**EFFECTIVE DATES**
COOKE, GAIL C	CHLD NUTRITION SRVS ASST - LAKEWOOD ES	06/06/2024
ERICKSON, BRIAN A	SUPERVISORY PARA - DENFELD HS	06/07/2024
KINNEAR, MITCHELL L	SECOND SHIFT ENG II - DENFELD HS	06/14/2024
LAUGER, RICHARD H	CHLD NUTRITION SRVS ASST - LINCOLN PARK MS	06/06/2024
LOUGH, TRICIA Y	OSSS SPECIAL SERVICES - DSC	07/12/2024
MCDONALD, KEELY A	CHILD NUTRITION SVCS ASST - ORDEAN-EAST MS	06/07/2024
MOLL, KRISTEN L	CHLD NUTRITION SRVS ASST - MYERS-WILKINS ES	06/06/2024

NON-CERT RETIREMENT	**POSITION**	**EFFECTIVE DATES**
MARCESKI, TERRI LEE	OSS RESIDENTIALS-MERRITT CREEK ACADEMY	09/13/2024

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

This AGREEMENT is made and entered into this 12th day of June 2024, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Ordean East Middle School** located at 2900 E. 4th St., Duluth, Minnesota 55812, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, [redacted] (hereinafter referred to as **STUDENT**).

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

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

I. RESPONSIBILITIES OF BAYADA

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

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

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

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

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

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

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

E. Insurance.

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

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

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

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

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

II. RESPONSIBILITIES OF SCHOOL

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

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

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

D. Insurance.

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

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

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

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

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

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

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $72.00/hour for RN or $62.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

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

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

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **July 1, 2024** and will remain in effect through **June 30, 2025**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

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

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

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

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

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

V. ADDITIONAL TERMS

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

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

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

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

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

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

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

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

Date: 06.13.2024

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

Date: 6/18/24

Jason Crane

Signing with authority for
Ordean East Middle School

01E005 416 740 394 000

6/25/24

USE AND MAINTENANCE AGREEMENT

THIS USE AND MAINTENANCE AGREEMENT ("Agreement") is by and between Independent School District No. 709, Duluth Public Schools (the "District"), the Gary New Duluth Development Alliance (the "Alliance"), and the City of Duluth (the "City"), collectively referred to as "the Parties."

WHEREAS, the District owns a set of bleachers, as pictured in the attached Exhibit A (the "Bleachers") located on the District-owned property referred to as Stowe Elementary, located at 715 101st Avenue West Duluth, MN 55808 ("District Property").

WHEREAS, the City owns the property directly adjacent to the District Property, located at 801 101st Avenue West Duluth, MN 55808 ("City Property");

WHEREAS, the City Property includes recreational fields and other recreational facilities;

WHEREAS, the Alliance and the City are parties to a Use and Maintenance Agreement ("City Use Agreement") relating to the City Property, which is set to expire on December 31, 2025, which governs the Alliance's use of the City Property.

WHEREAS, the District recognizes that the Bleachers are currently underutilized by the District and may be better utilized to serve the interests of community, District students, and the public at large by being used as part of the Alliance's programming.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE TO THE FOLLOWING:

I. TERM.

Notwithstanding the date of execution, this Agreement shall be deemed to commence on July 1, 2024, and shall expire at the end of the day on June 30, 2029, unless terminated earlier as set forth herein.

II. GRANT OF RIGHTS.

1. Subject to the terms and conditions of this Agreement, the District grants the Alliance the exclusive right to transport from the District Property to the City Property, use, and maintain the Bleachers, at no charge, for community-related purposes pursuant to the Alliance's mission. Neither the Alliance nor the City may move the Bleachers from the City Property to a different location other than returning the Bleachers to the District Property.

2. The Alliance shall be responsible for transporting the Bleachers to and from the District Property to the City Property, and inspecting, maintaining, and repairing the Bleachers during the term of this Agreement.

3. The District makes no representations or warranties, express or implied, that the Bleachers are suitable for any reasons. The Alliance accepts the Bleachers in "as is" condition, without any representations or warranties.

4. The District shall not charge the Alliance a usage fee in relation to this Agreement. The consideration for this Agreement shall be the public benefits provided by the Alliance in maintaining and utilizing the Bleachers for public recreational purposes, and the mutual promises set forth in this Agreement.

5. The Alliance shall maintain the Bleachers in good order and condition and state of repair in compliance with all applicable laws, regulations and codes, all to be performed at the Alliance's sole expense.

6. All parties expressly agree that at no point will the Bleachers, which are the personal property of the District, be owned by the Alliance, the City, or any entity other than the District. The Bleachers shall remain the sole property of the District through the life of this Agreement, and shall remain the sole property of District upon the return of the Bleachers to the District.

III. TERMINATION OR EXPIRATION OF AGREEMENT.

1. Abandonment, Disrepair, or Destruction.

A. The District may terminate this Agreement with fifteen (15) days' written notice to the Alliance if the District determines the Alliance has abandoned its use of the Bleachers, failed to perform necessary maintenance or repairs of the bleachers, or the Bleachers are destroyed in whole or in part.

B. Furthermore, the expiration of the City Use Agreement without any subsequent written agreement between the City and Alliance allowing for the Alliance's use of the City Property constitutes abandonment of the Bleachers. No later than 14 days after the expiration of the City Use Agreement, due to breach or expiration, the Alliance shall transport the Bleachers to the District Property.

2. For Convenience. Any party may terminate this Agreement without cause by providing at least forty-five (45) calendar days written notice to the other party.

IV. SURRENDER POSESSION AND RETURN OF PROPERTY.

Upon termination or expiration of this Agreement, whichever occurs first, the Alliance shall surrender possession of the Bleachers to the District in as good condition and repair, normal wear and tear excepted. Alliance shall transport the Bleachers back to the District Property in the location from which Alliance first removed the Bleachers, unless directed by the District in writing to return the Bleachers to a different location.

V. HOLD HARMLESS AND INDEMNIFICATION.

The Alliance shall be responsible for any losses or damages whatsoever caused by the acts of the Alliance, or its employees, agents, participants, volunteers, or invitees. The Alliance agrees to defend, indemnify, and hold harmless the District and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damages and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the District or the Alliance, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the Alliance, arising out of, related to or associated with the use, maintenance or operation of the Bleachers by the Alliance or performance of its obligations under this Agreement. Promptly after receipt by the District of notice of the commencement of any action with respect to which the Alliance is required to indemnify the District, the District shall notify the Alliance in writing of the commencement thereof, and, subject to the provisions of this Agreement, the Alliance shall assume the defense of such action, including the employment of counsel satisfactory to the District and the payment of expenses. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

VI. INDEPENDENT RELATIONSHIP.

Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Alliance or its members or employees as agents, representatives or employees of the District for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

VII. INCIDENT REPORTS.

The Alliance shall promptly notify the District in writing of any injury, loss, or damage to the Bleachers or any injury, loss, or damage arising out of or otherwise relating to the Bleachers during the Term.

VIII. GENERAL TERMS AND CONDITIONS.

1. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within St. Louis County, Minnesota.

2. The Alliance shall not assign or transfer any rights or obligations under this Agreement.

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

4. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person, organization, or business shall have the right to make claim that they are a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties.

5. This Agreement and its exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements between the parties relating to the subject matter hereof.

6. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

7. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by the officers of the parties will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH PUBLIC SCHOOLS

_____

By: _____

Its: _____

GARY NEW DULUTH DEVELOPMENT ALLIANCE

_____

By: _____

Its: _____

CITY OF DULUTH

_____

By: _____

Its: _____

EXHIBIT A

DEPICTION OF BLEACHERS

AMENDMENT

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY,** 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as **"DISTRICT"**, for the performance period of September 1, 2024 through July 31, 2026.

W I T N E S S E T H

WHEREAS, the County has established Contract No. 17415 with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282; and

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

WHEREAS, the County wishes to continue mentor services with District, without contracted C&C Coordinator services since District has its own C&C Coordinator, with all other duties remaining the same; and

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

SERVICES TO BE PROVIDED

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

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

COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:

   3.1 15 FTE mentors.

   3.2 The maximum amount to be paid under this Agreement shall not exceed $2,648,566.10.

Duluth Public Schools new grand total contract max $2,648,566.10				
2021		$ -	actuals	
2022		$ 471,725.97	actuals	
2023		$ 635,772.59	actuals	
Jan-Mar		$ 195,674.19	actuals	
Apr-Aug		$ 326,123.65	estimated	
Sept 2024-Aug 2025		$ 629,965.70	projected	county share
Sept 2025- July 2026		$ 389,304.00	projected	county share
		$ 2,648,566.10		

3.3 County shall allocate additional ARPA funds to districts/schools through contract amendments, paying 70% of the cost of Check and Connect in the 2024-25 school year and 40% of the cost of ongoing mentors in the 2025-26 school year. Districts will pay the remaining percentage.

County has outlined, in the table above, the total amount of funds approved to each district/school across the 5 years, less any unspent funds by the district/school (due to a variety of reasons including unfilled positions), the additional amount to be received by the County consistent with the budget submitted for year 4 (2024-25 school year) and year 5 (2025-2026 school year). Please note that the additional amounts received from the County incorporate past years allocated but unspent funds, projected spending for the remaining quarter, and the cost share percentage for the upcoming two years.

In summary:
County share for FY25 $629,965.70
County share for FY26 $389,304.00
New contract maximum FY21-24 $1,629,296.40
New contract maximum FY21-26 $2,648,566.10

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

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDNENT, said AMENDMENT and performance period being effective from September 1, 2024, through July 31, 2026.

DISTRICT

_____
Jill Lofald
School Board Chair

Date:_____

Federal Tax ID #41-6003776

COUNTY OF ST. LOUIS

_____
Keith Nelson
Board Chairperson

Date:_____

_____
Linnea B. Mirsch
Public Health & Human Services Director

Date:_____

_____
Nancy Nilsen
Auditor

Date:_____

Approved as to form and execution:

_____
Benjamin M. Stromberg
Assistant County Attorney

Date:_____

PS /ah

EXHIBIT B
BUDGET

2024-25

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	$83,050	$0.00	$83,050	Paid By District
	Benefits	$48,600	$0.00	$48,600	Paid By District
	Technology	N/A			Extra Grant Supports
	Supplies	$350	$245.00	$105.00	
	Dues				
	Food & Family Engagement	$350	$245.00	$105.00	
	Travel, Professional Development & Milea	$3,000	$2,100	$900	
	University of MN - Technical Assistance	$1,816	$1271,20	$544.80	$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	$885,000	$619,500	$265,500	
	Technology				Extra Grant Support-(24/25)
	Supplies	$3,000	$2,100	$900	
	Training / Professional Development	$1,935	$1,354.50	$580.50	Annual Conference
	Food & Family Engagement	$3,000	$2,100	$900	
	Travel & Mileage	$1,500	$1,050	$450	
	Annual Budget	$1,031,601.00	$629,965.70	$455,507.50	
	01 E 005 740 246 ___ 000				
	CHECK & CONNECT: SLC GRANT -				

2025-26

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	$85,542	$0.00	$85,542	Paid By District
	Benefits	$51,030	$0.00	$51,030	Paid By District
	Technology	N/A	0		Extra Grant Supports
	Supplies	$350	$140.00	$210.00	
	Dues				
	Food & Family Engagement	$350	$140.00	$210.00	
	Travel, Professional Development & Milea	$3,000	$1,200	$1,800	
	University of MN - Technical Assistance	$1,816	726.4	$1,089.60	$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	$955,809	$382,323.60	$573,485.40	
	Technology	$2,500	$1,000	1500	Check & Connect App
	Supplies	$3,000	$1,200	$1,800	
	Training / Professional Development	$1,935	$774.00	$1,161.00	Annual Conference
	Food & Family Engagement	$3,000	$1,200	$1,800	
	Travel & Mileage	$1,500	$600	$900	
	Annual Budget	$1,109,832.00	$389,304.00	$720,528.00	

EXHIBIT C
UNIFORM GUIDANCE

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

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220B

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through July 31, 2026

Amount of Federal Funds Obligated: $2,648,566.10

Total Amount of Federal Funds committed: $2,648,566.10

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

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

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

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

Closeout requirements:

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of July, 2024

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Udac, Inc.

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Udac, Inc. (the "Parties") entered into the contract (the "Contract") dated December 1, 2021, for the purpose of Early Childhood Screening Program.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $31,000.00.
    b. This amendment would increase the not to exceed amount to $45,340.00.
    c. This amendment will result in a cost of $14,340.00 for FY25.

No Other Change

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

Miscellaneous Terms

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

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

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

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

Contractor Signature SSN or EIN Date 07/01/2025

Program Director Date

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

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

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

04	E	005	583	354	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO/Superintendent of Schools/Board Chair Date 7-1-24

ISD 709
DULUTH PUBLIC SCHOOLS
AUG 16 2022
APPROVED BY
THE SCHOOL BOARD

LEASE AGREEMENT

TOTAL AMOUNT: $31,000

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as **"TENANT"**, and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as **"LANDLORD"**.

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 (**"Building"**), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES.**

The LANDLORD grants and TENANT accepts the lease of the following described space (**"Leased Premises"**) located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately **2500** square feet in the "BUILDING"

Location:	Size:	Use:
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

2. **TERM.**

The term of this Lease Agreement shall commence on **December 1, 2021** (**"Commencement Date"**), and end on **June 30, 2022**, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

3. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of $1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	**Monthly Payment**	**Total due over Term**
December 1, 2021 – June 30 1, 2024	$1000	
Total		$31,000

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

4. **USE.**

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD's prior written consent for each instance.

5. **TERMINATION.**

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.

b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities

6.2. Janitorial and Trash Removal Service – Maximum of Weekly

6.3 Hazardous Waste Removal and Disposal

6.4 Maintenance

6.5 Repairs

6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

7. DUTIES OF TENANT.

7.1. The TENANT agrees to:

7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
7.1.2. Observe energy conservation practices to prevent waste of utilities.
7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
7.1.4. Secure and protect leased premises areas.
7.1.5. Seek approval to install or place signage in areas outside of the leased premises. *Subject to approval by LANDLORD.
7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

8. **ALTERATION OF LEASED PREMISES.**

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD..

9. **ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. **LANDLORD ACCESS.**

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.** TENENT will provide a current Certificate of Liability Insurance to LANDLORD.

12. **LIABILITY.**

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. **PERSONAL PROPERTY RISK.**

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

14. **DAMAGE BY FIRE OR OTHER CASUALTY.**

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

15. **HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18. **BUILDING AND LEASED PREMISES ACCESS AND HOURS.**

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

19. **NOTICES.**

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

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

By: Catherine Erickson
Catherine Erickson

Its: Chief Financial Officer
Chief Financial Officer

Date: July 28, 2022

LANDLORD: Udac, Inc.

By: Karen D. Herman
Karen Herman

Its: Executive Director
Executive Director

Date: July 28, 2022

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Invoice

Date	Invoice #
7/28/2022	ISD -rent-202

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

Hours	Description	Date	Rate	Amount
7	Rental Space	12/1/2021-6/30/2022	$1,000.00	$7,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $7,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

Invoice

Date	Invoice #
7/28/2022	ISD -rent-201

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

reoccuring monthly rental payment
July 1, 2022 - June 30, 2023
Due by the 10th of each month

Hours	Description	Date	Rate	Amount
1	Rental Space	7/1/2022-6/30/2023	$1,000.00	$1,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $1,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

May 23, 2024

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Alana Gagnon	**Duluth Public Schools**	**5/23/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

June 4, 2024

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Karina Franckowiak	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, July 9, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - Marsh & McLennan Agency for commercial insurance renewal (agenda item 3.B. B-7-24-4049 - FY25 Commercial Insurance Renewal). Representative Bob St. Arnold from Marsh & McLennan Agency will be attending the July HR/Finance Committee to present information regarding commercial insurance renewal including premiums, policy changes, coverage, etc.**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Enrollment Report **(Reports will resume October 2024)**
     - 2) Child Nutrition Department Report 5
     - 3) Facilities Department Report 7
     - 4) Technology Department Report - (Verbal Report)
     - 5) Transportation Department Report 10
3. **Recommended Resolutions**
   - A. B-7-24-4048 - FY26 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 11
   - B. B-7-24-4049 - FY25 Commercial Insurance Renewal 31
   - C. B-7-24-4050 - Acceptance of Donations to Duluth Public Schools 69
4. **Consent Agenda**
   - A. HR Staffing Report 71
   - B. Facility Use Fee Schedule 72
   - C. Finances
     - 1) Financial Report **(Report will resume for FY25 in August 2024)**
   - D. Bids, RFPs, and Quotes - None
   - E. Contracts, Change Orders and Leases
     - 1) Contract - BAYADA Home Health Care, Inc. 75
     - 2) Contract - Use & Maintenance Agreement (Gary New Duluth Development Alliance, City of Duluth, Duluth Public Schools) 80
     - 3) Contract - Check & Connect Services FY25 86
     - 4) Lease - Udac, Inc. FY25 Rental Space Addendum 91
5. **Miscellaneous Informational Items (no action required)**
   - A. Guiding Change for 2025-2026 School Year 101
   - B. Expenditure Contracts 109
   - C. No Cost Contracts 225

Human Resources Report Summary
July 2024 Activities

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

	Certified	Non-Certified
# New Hires	15	7
# Retirements	0	1
# Resignations	2	7
# Leave of Absences	2	2

HR Department Updates:

The HR department continues to focus on recruitment and hiring throughout the summer. On June 19, we attended the Juneteenth Celebration, and on June 27, we attended the Mini Summer Career fair hosted by Carlton County. At this fair we were focused on hiring non-certified positions, such as custodial, child nutrition, paraprofessional, and transportation. Our next job fair will be on Wednesday, July 10th, with CareerForce in Duluth. We will also be the Business of the Day at CareerForce on August 12, where we will provide same-day applications and interviews for maintenance and transportation positions. Managers from each department will be on-site to connect with potential candidates.

The department has also started preparing for New Hire Orientation which will be held on August 20 for all new hires to the District. During this orientation, the new hires will have the opportunity to listen to a message from our Superintendent, meet other leaders and our Human Resources team; and learn more about being an employee at the school district. There will be separate sessions for certified and non-certified staff.

Benefits Updates:

The Benefits Department has processed and paid all of the severance HCSP contributions for newly retired teachers, as well as 2nd and 3rd payments for previously retired teachers. All other positions that retired this year have been approved by Finance and are being entered into the system for payment. Next, the Department is working on Directors' HCSP contributions via their contract.

The Department is currently working on an updated Benefits Orientation for the upcoming school year, along with updated guides and information regarding workers' compensation, FMLA, etc. The Department attended a seminar regarding Minnesota Paid Leave that starts in 2026 to prepare for the upcoming changes that will need to be made to leave processes when those laws are in effect.

Hiring Updates:

Certified:

Teachers

- *Elementary (4)*
- *Middle School (8)*
- *High School (13)*
- *Special Education (4)*
- *Adult Basic Education (1)*

Assistant Principal *(Denfeld High School)*

Non-Certified:

Child Nutrition (9)

Clerical (1)

Maintenance (14)

- *Custodian I (4)*
- *Engineer II (2)*
- *Master Electrician (1)*
- *Second Shift Engineer I (4)*
- *Second Shift Engineer II (3)*

Playground/Cafeteria Monitor(6)

Paraprofessionals (9)

- *Early Childhood Sp. Ed (3)*
- *Sp. Ed. Building Wide Paraprofessional (1)*
- *Supervisory Paraprofessional (1)*
- *Sign Language Facilitator (2)*
- *Sign Language Interpreter (1)*
- *Tech Tutor-Construction*

Transportation (7)

- *School Bus Driver II (3)*

Contract Negotiations:

Negotiations are continuing with both the Clerical Unit and the National Conference of Firemen and Oilers, and are now starting with the District-Wide Instructional Administrators Association.

Upcoming negotiation dates are as follows:

National Conference of Firemen and Oilers	July 22, 23 and 24
Clerical Unit	July 8, 15 and 31
DDWIAA	July 10

Child Nutrition Report
June 2024

Summer Meals

Summer meals started 6/17/24
Breakfast and lunch are offered to all students free of charge at Stowe, Laura Macarthur, Denfeld, Lincoln Park, Myers Wilkins and Piedmont.
First week totals are averaging 250 children for Breakfast and 425 for Lunch.

Summer meals will also be hosting a 3 day Administrative State Audit of our meal program. The audit is Scheduled for July 31, August 1 and 2. Preparations have begun to gather required documents and refresh employees on all regulations. Meal program integrity is very important to Child Nutrition and audits help us learn and ensure we are operating as we should.

Infinite Campus for Foodservice

The new software for the Child Nutrition program became live on June 30th. We are working at getting all information transferred and updated. This process will take a few weeks, as the staff learn the new way to accomplish our daily and monthly activities.

Yearly Summary

Included with this report is the yearly totals for all programs that we serviced in 23-24 school year. The school meals program served 1,370,946 meals, and snacks throughout the district. That's a lot of meals! We also spent over $310,000 on fresh fruits and vegetable to include in those meals. ($285,000 was in USDA commodity dollars) A stellar year that helps us aim even higher for next year.

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Monthly counts	Breakfast											Daily
2023 2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Average
Congdon	1095	1539	1861	1290	1969	1545	1721	1640	2253	292	15205	117
Denfeld	3715	4850	4732	3245	4388	3459	4064	3585	4916	530	37484	288
East High	3724	4911	5416	3984	5578	4479	5033	4947	6515	710	45297	348
Homecroft	2658	3086	3036	1979	2807	2164	2542	2549	3094	451	24366	187
Lakewood	1581	1770	1897	1191	1873	1449	1563	1670	2284	289	15567	120
Lester Park	2667	2832	2883	1827	2795	2282	2607	2517	3498	454	24362	187
Lincoln park Middle	2925	3735	3764	2681	3472	2979	3258	3166	4327	507	30814	237
Lowell	6181	6242	5809	3820	5662	4432	5052	4741	6404	771	49114	378
Laura Macarthur	3808	4046	4006	2689	3841	3149	3398	3228	4144	513	32822	252
Myers-Wilkins	3100	3431	3342	2231	2947	2390	2580	2659	3430	395	26505	204
Ordean/East Middle	2314	2688	2715	1852	2541	2044	2225	2173	3079	370	22001	169
Piedmont	5583	5962	5748	3779	5403	4295	4965	4748	6058	789	47330	364
Rockridge	636	686	652	378	499	364	359	350	458	57	4439	34
Stowe	3292	3196	3464	2560	3561	2865	2994	3057	3921	484	29394	226
ALC	222	226	332	195	231	192	214	188	755	23	2578	
	43501	49200	49657	33701	47567	38088	42575	41218	55136	6635	407278	3113
	Lunch											Daily
	Sept	October	Nove	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	5932	6587	6887	4789	6711	5380	6078	5876	7606	776	56622	436
Denfeld	10377	11204	10803	7488	10052	8110	9023	8301	10388	735	86481	665
East High	9184	10201	10430	7490	10839	8338	9608	9150	12294	1038	88572	681
Homecroft	6246	6809	7070	4915	7021	5456	6028	5998	6826	1010	57379	441
Lakewood	3266	3727	3703	2607	3710	2924	3250	3157	3948	561	30853	237
Lester Park	7042	7617	7382	4853	7237	5869	6449	6408	8288	1139	62284	479
Lincoln park Middle	8588	8893	8895	6123	8639	6770	7284	6936	8959	1008	72095	555
Lowell	9141	9814	9656	2725	9673	7512	8156	7870	10439	1317	76303	587
Laura Macarthur	4413	4914	4921	3374	4821	3912	4149	1026	5040	675	37245	287
Myers-Wilkins	4865	5366	5422	3710	5017	4096	4283	4342	5479	704	43284	333
Ordean/East Middle	12218	13531	13574	9461	13552	10654	11300	11262	14389	1920	111861	860
Piedmont	6995	7662	7583	5271	7741	5866	6594	6275	8069	1093	63149	486
Rockridge	706	832	787	478	757	563	587	528	699	91	6028	46
Stowe	3190	3580	3750	2743	3844	3165	3310	3417	4464	624	32087	247
ALC	441	366	476	202	282	247	282	292	313	43	2944	
											0	
Supper	0	476	1228	1328	2542	1461	1303	1314	1515	0	11167	
Harbor City	1711	1796	1726	1013	1590	1420	1412	1343	1413	134	13558	
	94315	103375	104293	68570	104028	81743	89096	83495	110129	12868	851912	6340
Head Start												
	Breakfast											
Homecroft	159	267	238	192	287	187	250	246	277	0		
Lester Park	155	243	225	170	253	215	171	212	259	0		
Lowell	257	458	387	301	422	330	373	391	491	0		
Laura Macarthur	205	372	320	255	427	268	333	336	366	0		
Myers-Wilkins	562	699	434	443	530	545	603	559	772	28		
Piedmont	229	432	335	304	435	344	342	370	446	0		
Stowe	137	221	188	105	242	175	206	227	262	0		
	1704	2692	2127	1770	2596	2064	2278	2341	2873	28		
Head Start												
	Lunch											
Homecroft	159	267	238	192	287	187	260	247	289	0		
Lester Park	289	459	414	330	453	398	313	397	461	0		
Lowell	358	595	491	409	621	501	491	583	696	0		
Laura Macarthur	208	376	321	256	431	268	335	338	365	0		
Myers-Wilkins	562	699	434	443	530	545	603	559	770	28		
Piedmont	292	517	415	364	548	461	413	509	565	0		
Stowe	137	221	188	105	242	175	205	227	261	0		
	2005	3134	2501	2099	3112	2535	2620	2860	3407	28		
AFTERSCHOOL SNACK												
Congdon	857	1845	1905	1276	1956	1553	1595	1501	1966			
Lincoln park Middle	526	1082	1257	656	1119	600	1008	1228	1609			
Lowell	2352	2614	2456	1801	2489	1775	2309	1808	2989			
Laura Macarthur	406	573	620	348	594	488	245	511	621			
Myers-Wilkins	183	959	907	529	319	581	678	758	636			
Piedmont	765	1111	890	528	938	776	881	850	1250			
Stowe	262	582	619	446	650	580	559	526	681			
	5351	8766	8654	5584	8065	6353	7275	7182	9752	0		
Total meals/snacks	146,876	167,167	167,232	111,724	165,368	130,783	143,844	137,096	181,297	19,559	1,370,946	
Days of service	22	20	20	14	20	16	18	17	22	3		172
Average meals per day	6,676	8,358	8,362	7,980	8,268	8,174	7,991	8,064	8,241	6,520		
2022 2023 school year												
Total meals/snacks	127,663	141,909	138,584	94,905	136,642	105,321	154,615	103,507	176,292	37,804	1,217,242	
Days of service	19	19	20	13	19	14	21	14	22	3		167
Average meals per day	6,719	7,469	6,929	7,300	7,192	7,523	7,363	7,393	8,013	6,301		

Facilities Management & Capital Project Status Report
July 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 202 work orders and are currently working on 263 open work orders.
- Rockridge property survey was completed to establish property boundaries with neighbors. Blocks 106 and 95.
- Utility locates for Laura MacArthur shed build completed.

Capital / Construction

- Lincoln park pool resurfacing has begun and is ahead of schedule.
- Duluth News Tribune building Utility mapping with Jamar underway.
- Lowell Elementary flooring is ahead of schedule.
- Stowe concrete removal and installation scheduled to begin. Fencing removal completed.
- Dry Sprinkler system installations for Lincoln Park and Ordean scheduled to begin with Summit Sprinkler. Old Glycol systems to be removed per MN Fire Marshal.
- Lowell loading dock exterior wall repair is pending Stretar Masonry availability.
- Myers Wilkins new Playground Fence installed.

Discussion with Legal Representation

.

No discussions

Building Operations

The Operations staff are well underway conducting Summer maintenance projects and deep cleaning the buildings. I'm very proud of our Building Operation staff. They are doing a great job on getting the schools ready for the kids to come back. Lowell and Laura MacArthur are doing a great job keeping up to schedule despite the fact they are working around all the flooring work being done.

- We are still working on filling licensed positions. Most of the Custodian positions have been filled. We would like to welcome new incoming Custodians: John Gissendanner at Denfeld HS, Liam Siers at East HS, Vanessa Wirta at Laura Mac and Jenna Black at Piedmont. Operations and HR has continued looking to fill Engineer II positions at Lowell and Myers-Wilkins; and Second Shift Engineer II positions at East, Lincoln Park, and Ordean Middle School as well as Denfeld now that Mitchell Kinnear has moved on to St. Louis Schools ISD 2142. Second Shift Engineer I positions remain open at Piedmont, Lakewood, Laura MacArthur, Lester Park, and now Rockridge following the departure of Ross Stankiewicz, who retired after working with the district for almost 20 years. Custodian I positions remain open at East High School and Denfeld.
- I would like to recognize Erik Johnson, who passed his 2C Boiler License exam and is now the Second Shift Engineer I for our District Service Center.

Health, Safety, and Environmental Management

- **Audits & Inspections**
  - One automotive hoist at Denfeld HS needs to be replaced, replacement has been ordered and installation has been scheduled. Install pending locate on in floor heating system.
  - 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 was conducted per Minnesota Department of Health guidelines. Retests passed - results will be presented at August COW meeting.
  - Fire code corrections at East HS still under way

- **Regulatory Reporting**
  - Nothing needed in June

- **Systems & Technology Updates**
  - New Health and Safety Management Vector EHS Management system set up and in use. Will create training for how to use hazard reporting forms over the summer.

- **Training**
  - Aerial lift training completed for scissor lift, after district lifts are inspected first week of July, training will be conducted on those lifts.
  - Basic Life Support & First Aid renewal training for nursing staff scheduled for August 28th.

- **Chemical and Hazardous Waste Disposal**
  - Other old chemicals at DNT pickup scheduled for 9:00 July 10th.
  - Bulb and battery pickup google form was sent out to building engineers to get inventory for July disposal. Pickup date being scheduled.
  - Extra cleaning chemicals found at Garfield building brought to WLSSD June 5.

- **Document Updates**
  - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.

- **Injury and Incident Statistics**
    - **June 2024 (as of 7/2/2024)**
        - **OSHA Recordable Rate (TRIR)**: 0.00
        - **OSHA Recordable Injuries**: 0
        - **Days Away from Work**: 0
        - **Days on Restricted Duty**: 0
        - **Non-recordable Injuries**: 2
        - **Near Misses/Hazards Reported**: 1
    - **2024 Year-To-Date**
        - **OSHA Recordable Rate (TRIR)** (*Goal ≤ 1.00)*: 1.85
        - **OSHA Recordable Injuries**: 11
        - **Days Away from Work**: 59
        - **Days on Restricted Duty**: 28
        - **Non-recordable Injuries**: 58
        - **Near Misses/Hazards Reported**: 15

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.

Transportation Report
June 2024 Activities

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

In June we finalized our new 10-year contract with Voyageur Bus Co. for transportation services.

Our department is working on Summer routing and the routes for next school year.

Staffing (comments and concerns)

- We interviewed one new driver, but have yet to hear back if they accepted.
- Joe has been meeting with the routers weekly to keep communication flowing on routes.

Bus Maintenance

- The mechanics are working on summer bus maintenance and getting the buses ready for inspections.
- Mechanics are also keeping the fleet running for summer school.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month is 82,644. Our goal is to have 50-60k miles average.

RESOLUTION
FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution B-7-24-4048

July 23, 2024

ISD 709 Duluth Public Schools

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024

DEPARTMENT OF EDUCATION
Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

Fiscal Year (FY) 2026 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-010
Due: July 31, 2024

General Information: Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2023, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2024. Submit to Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District, Intermediate/Cooperative/Joint Powers	District Number and Type:	Date Submitted:
Duluth Public Schools	709	07/23/2024

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2026 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2026 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11. ***Effective FY 2025 and if applicable, provisions for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).***
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2023]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2023]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – ***Must be signed*** by Superintendent or Cooperative Unit Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
	John Magas	303

RESOLUTION

FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution #

July 23, 2024

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

FY 2026 APPROVAL YEAR

Presented to the Duluth School Board

July 23, 2024

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

All contents contained within are governed by MN STATUTES, section 123B.595.

DEPARTMENT OF EDUCATION	Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413	Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only	ED - 02478-10

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2023, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	(REQUIRED) Enter Information	District Info.	(REQUIRED) Enter Information
District Name:	Duluth Public Schools	Date:	7/23/2024
District Number:	709	Email:	bryan.brown@isd709.org
District Contact Name:	Bryan Brown		
Contact Phone #	218-336-8907		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2024 (base year)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	**Category (1)**											
347	Physical Hazards	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802
349	Other Hazardous Materials	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
352	Environmental Health and Safety Management	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
358	Asbestos Removal and Encapsulation	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290
363	Fire Safety	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758
366	Indoor Air Quality	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150
	Total Health and Safety Capital Projects	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year - Additional Revenue												
Finance Code	**Category (2)**											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	**Category 3 (a)**											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Gender-Neutral Single-User Restrooms												
Finance/Course Codes	***Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025***											
Finance Code 384 and Course Code 684 MUST USE BOTH	Remodeling for gender-neutral single user restroom per site.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Gender-Neutral Single User Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	**Category (4)**											
367	Accessibility	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Accessibility Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	**Category (5)**											
368	Building Envelope	$500,000	$500,000	$0	$0	$0	$1,250,000	$1,500,000	$1,200,000	$0	$0	$0
369	Building Hardware and Equipment	$250,000	$100,000	$0	$0	$0	$0	$0	$30,000	$0	$0	$0
370	Electrical	$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
379	Interior Surfaces	$75,000	$575,000	$425,000	$1,075,000	$725,000	$725,000	$155,000	$275,000	$275,000	$275,000	$275,000
380	Mechanical Systems	$0	$0	$0	$0	$340,000	$0	$0	$0	$340,000	$340,000	$340,000
381	Plumbing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
382	Professional Services and Salary	$1,935,000	$1,900,000	$1,900,000	$1,900,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000
383	Roof Systems	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
384	Site Projects	$1,200,000	$1,175,000	$600,000	$300,000	$0	$0	$0	$0	$0	$0	$0
	Total Deferred Capital Expense and Maintenance	$4,110,000	$4,250,000	$2,925,000	$3,275,000	$3,165,000	$4,075,000	$3,755,000	$3,605,000	$2,715,000	$2,715,000	$2,715,000
	Total Annual 10-Year Plan Expenditures	$4,510,000	$4,650,000	$3,325,000	$3,675,000	$3,565,000	$4,475,000	$4,155,000	$4,005,000	$3,115,000	$3,115,000	$3,115,000
Fund Balance Section												
Fund 01												
	Beginning Fund Balance 01-467-XX	$1,359,070	-$2,335,733	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue - Levy	$815,197	$5,460,733	$2,375,000	$2,375,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000
	LTFM Fiscal Year Revenue - AID if Applicable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT if applicable - Special Legislation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$4,510,000	$3,125,000	$2,375,000	$2,375,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000
	Ending Fiscal Year Fund Balance 01-467-XX	-$2,335,733	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fund 06												
	Beginning Fund Balance 06-467-XX	$10,215,000	$10,215,000	$8,690,000	$7,740,000	$6,440,000	$5,450,000	$3,550,000	$1,970,000	$540,000	$0	$0
	LTFM Fiscal Year Bonded Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Other Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$0	$1,525,000	$950,000	$1,300,000	$990,000	$1,900,000	$1,580,000	$1,430,000	$540,000	$0	$0
	Ending Fiscal Year Fund Balance 06-467-XX	$10,215,000	$8,690,000	$7,740,000	$6,440,000	$5,450,000	$3,550,000	$1,970,000	$540,000	$0	$0	$0

End of worksheet

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/09/2024

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 24 LLC #	Change only if requiring levy adjustments FY 2024	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
1	Type your district number in cell A2 (Minneapolis = 1.2)													
2	Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b													
3	Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33													
4	Look-up data from following tabs													
5	**Initial Formula Revenue**													
6	Current year APU	57		8,748.42	8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)				8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
7	District average building age (uncapped)	401		42.03	40.63	41.63	42.63	43.63	44.63	45.63	46.63	47.63	48.63	49.63
8	Formula allowance			$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	402			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	403		3,324,400	3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
11	**Added revenue for Eligible H&S Projects > $100,000 / site**													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	701			-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	754			-	-	-	-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > $100,000 per site (1A)	700			-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > $100,000 per site (1A)	753			-	-	-	-	-	-	-	-	-	-
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-	-	-
16b	New debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	-	-	-	-	-	-	-	-	-
17	Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	765			-	-	-	-	-	-	-	-	-	-
18	Pay as you go revenue for eligible new H&S projects > $100,000 / site	405	-		-	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible H&S projects >$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	406		-	-	-	-	-	-	-	-	-	-	-
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	766			-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	407			-									
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-	-	-
20d	**Total New Law Revenue (10) + (19) + (20c)**	408			3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/09/2024

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 24 LLC #	Change only if requiring levy adjustments FY 2024	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	Old Formula revenue													
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	409		384,533	384,533	-	-	-	-	-	-	-	-	-
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	700			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-	-
23	Debt Excess allocated to line 22				-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess	763			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	764			-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)	410	-		1,900,000	-	-	-	-	-	-	-	-	-
26b (18)	Pay-as-you-go revenue for H&S projects over $100,000 per site	411			-	-	-	-	-	-	-	-	-	-
27	Old formula alt facilities pay as you go revenue (1B) > $500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	413			-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds	765			-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless	767			2,190,300	2,190,195	-	-	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance))	416			-	-	-	-	-	-	-	-	-	-
29	Total old formula revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)	417		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	-	-	-	-	-	-
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	418		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	419		-	-	-	-	-	-	-	-	-	-	-
32	**District LTFM Revenue (30) - (31)**	420		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	421		-	-	-	-	-	-	-	-	-	-	-
34	**Grand Total LTFM Revenue (32) + (33)**	422		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
	Aid and Levy Shares of Total Revenue													
35	For ANTC & APU, three year prior date			2022	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
36	Three year prior Ag Modified ANTC	35		134,224,665	134,224,665	141,840,810	147,514,443	153,415,021	159,551,621	165,933,686	172,571,034	179,473,875	186,652,830	194,118,943
37	Three year prior Adjusted PU (New Weights)	54		8,850.87	8,850.88	8,892.13	8,813.89	8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
38	ANTC / APU = (36) / (37)	424		15,165.14	15,165.13	15,951.27	16,736.60	17,448.03	18,303.05	19,035.18	19,796.58	20,588.45	21,411.99	22,268.46
39	State average ANTC / APU with ag value adjustment	425		12,230.05	12,230.05	13,617.01	14,207.10	14,848.85	15,443.00	16,061.00	16,703.00	17,371.00	18,066.00	18,789.00
40	Equalizing Factor = 123% of (39)	426		15,042.96	15,042.96	16,748.92	17,474.73	18,264.09	18,994.89	19,755.03	20,544.69	21,366.33	22,221.18	23,110.47
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	427		100.00%	100.00%	95.24%	95.78%	95.53%	96.36%	96.36%	96.36%	96.36%	96.36%	96.36%
42	State (aid) share of Equalized Revenue (1 - (41))	428		0.00%	0.00%	4.76%	4.22%	4.47%	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%
43	Equalized Revenue (lesser of (34) or (6) * (8))	423		3,324,400	3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
44	Initial LTFM State Aid (42) * (43)	429		-	-	157,756	139,921	148,008	120,651	120,705	120,622	120,599	120,627	120,690
45	Old formula Grandfathered Alternative Facilities Aid	431		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
46	Total LTFM State Aid (Greater of (44) or (45))	432		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	435		9,084,447	9,249,644	6,973,406	4,781,374	4,776,439	2,535,477	2,535,477	2,535,477	2,535,477	2,535,477	2,535,477
48	**Debt Service Portion of Revenue (non-grandfather districts)**													
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	763+764+765+766			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-	-
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	767			2,190,300	2,190,195	-	-	-	-	-	-	-	-
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05				-	-	-	-	-	-	-	-	-	-
51	Total Debt Service Revenue = (49) + (50) + (50b)	768			7,742,175	7,750,470	5,558,438	5,553,503	-	-	-	-	-	-
52	Equalized debt Service Revenue (lesser of (43) or (51))	436			3,341,220	3,312,541	3,312,541	3,312,541	-	-	-	-	-	-
53	Debt Service Aid = (52) * (42)	438			-	157,756	139,921	148,008	-	-	-	-	-	-
54	Equalized Debt Service Levy = (52) - (53)	439			3,341,220	3,154,785	3,172,620	3,164,533	-	-	-	-	-	-
55	Unequalized Debt Service Revenue and Levy = greater of zero or (51) - (50))	440			4,400,955	4,437,929	2,245,897	2,240,962	-	-	-	-	-	-
56	**General Fund Portion of Revenue (non-grandfather districts)**													

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

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DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 24 LLC #	Change only if requiring levy adjustments FY 2024	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
57	Total General Fund Revenue = (34) - (51)	441			2,284,533	-	-	-	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
58	General Fund Equalized Revenue = (43) - (52)	442			-	-	-	-	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
59	Total General Fund Aid = (46) - (53)	443			777,064	619,307	637,142	629,056	777,064	777,064	777,064	777,064	777,064	777,064
60	General Fund Equalized Levy = (58) * (41)	444			-	-	-	-	3,191,890	3,191,836	3,191,919	3,191,942	3,191,914	3,191,851
61	General Fund Unequalized levy = (57) - (58)	445			2,284,533	-	-	-	-	-	-	-	-	-
62	Total General Fund Levy = (60) + (61)	446			2,284,533	-	-	-	3,191,890	3,191,836	3,191,919	3,191,942	3,191,914	3,191,851

Notes:

1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.

CONTENTS

Administrative Summary

Section 1 Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

Section 2 Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

ISD 709 Duluth Public Schools

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024
SECTION 1

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2023 TO JUNE 30, 2034

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 23, 2024

BUDGET YEAR - ACTUAL FY23 AS OF JUNE 26, 2024 (INCLUDED FOR REFERENCE)

SITE	WORK ITEM DESCRIPTION	PRELIMINARY ACTUAL COST AS OF JUNE 26, 2024
	HEALTH & SAFETY LEVY 2021 (PAY 2022)	***$400,000.00***
DISTRICT WIDE	Health and Safety Management	$154,992.00
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$68,346.00
	HEALTH & SAFETY TOTAL	**$223,338.00**
	LTFM DEFERRED MAINTENANCE LEVY 2021 (PAY 2022)	***$3,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,780,388.00
DISTRICT WIDE	LTFM Compliant Maintenance/Repairs - T&M	$848,924.00
DISTRICT WIDE	District Wide Deferred Interior Painting	$382,211.00
HOMECROFT	Replace un-serviceable door hardware and electronic components	$17,697.00
LAKEWOOD	Replace un-serviceable door hardware and electronic components	$17,697.00
LOWELL	Replace un-serviceable door hardware and electronic components	$17,696.00
LOWELL	Replace failed Bball hoops and bituminous	$4,818.00
STOWE	Replace un-serviceable door hardware and electronic components	$17,696.00
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	$232,331.00
DENFELD	Repair / Perform soil corrections / Reconstruct Track – RETAINAGE & Attorney Fees	$38,376.00
DENFELD	Clock Tower Masonry Restoration $ Clock Tower Roof Replacement	$574,858.00
	LTFM DEFERRED MAINTENANCE TOTAL	**$3,932,692.00**
	LTFM TOTAL LEVY	***$3,700,000***
	TOTAL FY23 LTFM EXPENDITURES	**$4,156,030.00**

BUDGET YEAR - FY24

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2022 (PAY 2023)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	***$400,000***
	LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)	***$2,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
STOWE	Wall Finishes: Paint Interior	$150,000
CONGDON	Renovate playground and surrounding play surfaces	$600,000
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
GARFIELD	Exterior Masonry Repair	$250,000
OEMS	Turf Replacement	$600,000

	LTFM DEFERRED MAINTENANCE TOTAL	**$4,110,000**
	LTFM TOTAL LEVY	***$2,700,000***
	TOTAL FY24 LTFM EXPENDITURES	$4,510,000

BUDGET YEAR FY25

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2023 (PAY 2024)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY25 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR **FY26 CURRENT BOARD APPROVAL YEAR**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2024 (PAY 2025)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY26 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY27

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2025 (PAY 2026)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY27 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY28

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2026 (PAY 2027)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY28 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY29

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2027 (PAY 2028)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY29 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY30

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2028 (PAY 2029)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY30 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY31

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2029 (PAY 2030)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2029 (PAY 2030)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY31 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY32

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2030 (PAY 2031)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2030 (PAY 2031)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY32 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY33

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2031 (PAY 2032)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2031 (PAY 2032)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY33 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY34

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2032 (PAY 2033)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2032 (PAY 2033)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY33 LTFM EXPENDITURES	**$2,575,000**

TOTAL HEALTH & SAFETY EXPENDITURES FY23-FY34	**$4,623,338.00**
TOTAL LTFM DEFFERRED MAINTENANCE EXPENDITURES FY23-FY34	**$24,882,692.00**
TOTAL LTFM EXPENDITURES FY23-FY34	***$29,506,030.00***

ISD 709 Duluth Public Schools

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024

SECTION 2

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY SITE
JULY 1, 2023 TO JUNE 30, 2034

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 18, 2023

CONGDON ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Renovate playground and surrounding play surfaces	$600,000
	FY25 TOTAL	**$600,000**
	10 YR TOTAL	***$600,000.00***

DENFELD HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
	FY30 TOTAL	**$535,000**
	10 YR TOTAL	***$535,000.00***

DISTRICT WIDE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY24 TOTAL	**$2,375,000**
FY25	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY25 TOTAL	**$2,375,000**
FY26	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY26 TOTAL	**$2,375,000**
FY27	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY27 TOTAL	**$2,375,000**
FY28	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY28 TOTAL	**$2,575,000**

DISTRICT WIDE

FY29	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY29 TOTAL	**$2,575,000**
FY30	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY30 TOTAL	**$2,575,000**
FY31	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY31 TOTAL	**$2,575,000**
FY32	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY32 TOTAL	**$2,575,000**
	10 YR TOTAL	***$21,375,000.00***

GARFIELD

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Exterior Masonry Repair	$250,000
	FY24TOTAL	**$250,000**
	10 YR TOTAL	***$250,000***

ORDEAN MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Turf Replacement	$600,000
	FY22 TOTAL	**$600,000**
	10 YR TOTAL	***$600,000.00***

STOWE ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Wall Finishes: Paint Interior	$150,000
	FY24 TOTAL	**$150,000**
	10 YR TOTAL	***$150,000.00***

TOTAL 10 YR LTFM PROJECT EXPENDITURES	***$23,510,000***

R E S O L U T I O N

FY25 Commercial Insurance Renewal

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2025 Commercial Insurance Renewal, is approved.

Resolution B-7-24-4049 July 23, 2024

MarshMcLennan Agency

Business Insurance Proposal

ISD #709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

Presented By: Bob St. Arnold

Presented On: 07/03/2024

Policy Term: 08/01/2024 to 08/01/2025

Proposal Expires On: 08/01/2024

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Risk Prevention Service Team

Business Insurance

CONTACT	TITLE	PHONE	FAX	EMAIL
Bob St. Arnold	Risk Prevention Consultant	P: 218-336-1541 c: 218-590-0153	212-948-9116	bob.starnold@marshmma.com
Dee Ann Briegel	Client Advisor	218-623-5772	212-948-9105	dee.briegel@marshmma.com
Olivia Schmidt	Client Representative	218-623-5882	212-948-9115	Olivia.schmidt@marshmma.com

Management Liability Group

CONTACT	TITLE	PHONE	FAX	EMAIL
Lisa Pertile	Marketing Specialist,	763-746-8643		Lisa.pertile@marshmma.com

Risk & Safety Consulting

CONTACT	TITLE	PHONE	FAX	EMAIL
Whitney Mergens	Risk & Safety Consultant	218-221-5232		whitney.mergens@marshmma.com
Christian Leonard	Associate Safety Consultant	218-608-0940		Christian.leonard@marshmma.com

Claims Management

CONTACT	TITLE	PHONE	FAX	EMAIL
Grant Brugger	Workers companestion Claims Specialist	763-691-3547		Grant.brugger@marshmma.com
Kasey Aanenson	Claims Consultant	605-214-9035		Kasey.aanenson@marshmma.com
Dan Nyberg	Claims Analyst	763-548-8866	212-948-9103	dan.nyberg@marshmma.com
Claims In-Box		763-746-8513	**763-548-8994**	**claims@marshmma.com**

Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2023-2024 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2024-2025 PROPOSED RENEWAL PREMIUMS
Package	Liberty Mutual		Liberty Mutual	
Property & Inland Marine		$325,261		$409,428
Crime		$3,988		$4,536
General Liability		$84,771		$94,250
School Leaders E&O		$102,642		$140,776
Law Enforcement Legal Liability		$1,500		$1,500
Automobile	Liberty Mutual	$83,653	Liberty Mutual	$88,187
Workers' Compensation	Dakota Truck	$167,675	Dakota Truck	$146,795
Umbrella	Liberty Mutual	$27,762	Liberty Mutual	$31,632
Cyber	Beazley	$77,280 *$100,000 Deductible*	TMHCC	$37,564.26 *$25,000 Deductible*
Terrorism		Rejected		Rejected
Total Estimated Annual Premium:		**$874,532**		**$954,668**

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. Refer to Surplus Lines Tax Procedure

Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Marketing Results

Listed below are the insurance companies approached to obtain quotations on your insurance program:

CARRIER	COVERAGE	RESULT
Chubb	Property, IM, Crime	$487,094
Hanover	Auto	$185,000
Hanover	GL, SLEO, EPLI, Abuse	$350,000
Various Markets	Cyber Liability	See pg 23

Notable Material Changes in Terms and Conditions

COVERAGE:	EXPIRING TERM	RENEWAL TERM	CHUBB QUOTE
Building and Contents Values:	$572,369,194	$613,185,089	$572,369,194
Computer Hardware Value:	$9,195,615	$9,582,714	$9,195,615
Roof at Actual Cash Value	N/A	All Roofs subject to Actual Cash value except Administration and Transportation Building	N/A
Roof Cosmetic Loss Exclusion	N/A	Applies to Rockridge and Stadum Press Box	N/A
Wind Hail Deductible	$50,000	$100,000 each building	$50,000 (except Ordean and Denfeld @ $100,000 Deductible)
Flood Deductible	$50,000	$100,000	$500,000 @ Portia Drive Locations, Stadium Box, & Consession All other locations @ $100,000
Earthquake Deductible	$50,000	$100,000	$50,000
Named Storm Deductible	N/A	$100,000	N/A
Computer Hardware Deductible	$1,000	$50,000	
Dwellings Under Construction Limit	$100,000	$500,000	
Dwellings Under Construction Deductible	$1,000	$50,000	
Ordinance or Law Coverage	$5,000,000 each for all three coverages parts	$5,000,000 limit including all three coverage parts	
Scoreboards	Scheduled for specific value $1,000 Deductible	Covered under the building up to 1250’ from premises $50,000 Deductible	

AUTO PHYSICAL DAMAGE DEDUCTIBLES: Comprehensive Collision	 $1,000 $1,000	 $2,500 $2,500	
Workers' Compensation:			
Experience Mod	.78	.68	
Payrolls	$78,401,540	$71,072,228	

The above is not inclusive of all material changes in terms and conditions. Please refer to your policies for a complete list.

Loss Control Services

MMA Loss Control Services provided during the 23-24 Policy term:

Update written safety programs for:

- Compressed Gas Cylinder Safety – Storage and Handling
- Hoisting Equipment Safety
- Material Handling & Elevators
- First Aid Basics
- First Aid Responder Responsibilities
- Toolbox Talks

24-25 Loss Control Support:

- Safety programs
- Training
- Tabletop exercises
- Update access to RMC.

RAS Loss Control Services provided during the 23-24 Policy Term

- In February 2024, RAS contacted the new Safety, Health & Environmental Coordinator, Lexie Neff to introduce myself and offer support.
- May 2024: RAS attended the onsite Health & Wellness Fair.
    - Each employee was given a Bingo card to fill with stamps from the various booths for entry into prize drawings, and I brought hot/cold packs to entice folks to my table. Based on the number of packs I distributed (not every attendee took a pack), I estimate I visited with around 80-90 employees individually or in small groups.
    - I asked employees about their work-related safety concerns and then discussed/provided safety tip sheets as were appropriate to their duties and department. I brought a variety of department-specific safety tip sheets on various topics including strain prevention, bite prevention, and slip/fall prevention.
    - I shared several of the reported safety concerns with Lexie in follow-up.
    - I met with Lexie in person onsite and again offered to attend and support her safety committee meetings.
- The Benefits Coordinator, Kinsey Klasnich requested additional safety materials for use in their electronic employee notifications and newsletters.
    - I am working on a summary specific to coping with the emotional and physical responses common in the aftermath of a physical altercation with a student.
    - I will also send our RAS newsletter “quick tips” on slip, trip, and fall prevention.

Named Insureds

ISD #709 Duluth Public Schools

Management Liability:
ISD #709 Duluth Public Schools

Location Schedule

SEE STATEMENT OF VALUES

Property

COVERAGE:
Coverage is provided on a Special Cause of Loss basis subject to all Policy Conditions, Limitations and Exclusions.

BLANKET BUILDINGS AND BUSINESS PERSONAL PROPERTY, COMPUTER HARDWARE	$500,000,000 per loss limit	*Total Values: $622,767,803*
BLANKET BUSINESS INCOME :	$1,122,000	
BLANKET EXTRA EXPENSE	$1,000,000	
EARTH MOVEMENT:	$1,000,000	
FLOOD:	$1,000,000	Excludes High Hazard Flood Zones
EQUIPMENT BREAKDOWN	Included	
DEDUCTIBLE:	$50,000 $100,000 $100,000 24 Hours 72 Hours	Property including computer hardware – all other perils Wind & Hail Deductible Flood & Earthquake Equipment Breakdown waiting period Business Income waiting period
PROPERTY VALUATION:	Replacement Cost Actual Cash Value	Buildings, Contents Roofs (excep Admin & Transportation)
COINSURANCE:	Agreed Amount	Buildings, Business Personal Property and Business Income
BUILDING ORDINANCE & LAW: **OPERATION OF BUILDING LAWS** **DEMOLITION** **INC COST OF CONSTRUCTION**	$5,000,000 Included Included Included	

Crime

COVERAGE - LOSS SUSTAINED FORM	LIMIT	DEDUCTIBLE
Employee Dishonesty – Blanket	$500,000	$250
Forgery Or Alteration	$200,000	$250
Money Orders and Counterfeit Currency	$25,000	$250
Robbery & Safe Burglary – Blanket		
Inside Premises	$5,000	$250
Safe Burglary	$5,000	$250
Outside Of Premises	$5,000	$250
Computer Fraud & Funds Transfer Fraud	$1,500,000	$250
Money & Securities		
Inside The Premises	$5,000	$250
Outside The Premises	$5,000	$250

Inland Marine

COVERAGE	LIMIT
MISCELLANEOUS SCHOOL PROPERTY	$300,000
- subject to a $1000 deductible at Replacement Cost	
Includes: band uniforms and equipment, instruments, theatrical property including scenery and costumes and athletic equipment	
MISCELLANEOUS UNNAMED LOCATIONS	
- subject to a $1000 deductible at Replacement Cost	$100,000
Includes: computer hardware, cellular phones, laptops computers, and other personal electronic devices, cameras, audio/visual equipment whilte in possession of you, our employees or students	
FINE ARTS	$100,000
- $10,000 max per item - Subject to $50,000 deductible at Actual Cash Value	
SIGNS WITHIN 1250’ OF PREMISES	Covered under the building
- subject to $50,000 deductible at Replacement Cost	
DWELLINGS UNDER CONSTRUCTION – Vocational Class- - subject to $50,000 deductible at Replacement Cost - 90 days of coverage from beginning of construction	$500,000
ELECTRONIC DATA PROCESSING- subject to $50,000 Deductible per loss. COMPUTER HARDWARE LIMIT COMPUTER SOFTWARE LIMIT	 $9,582,714 $25,000

Scheduled Equipment

COVERAGE	Limit
Scheduled Equipment	$260,574
Leased/Rented Equipment (was $125,000)	$100,000
COVERAGE:	
Policy provides coverage on a Special Cause of Loss, subject to all policy conditions, limitations and exclusions.	
VALUATION:	ACTUAL CASH VALUE
DEDUCTIBLE:	$1,000

Year	Manufacturer / Model	Description / Type	Serial #	Value
1998	Bobcat		512226974	$10,000
1999	Case		JAF0249069	$12,000
2001	John Deere		TC1600X020392	$18,000
2000	American Made	Pressure Washer		$4,500
2004	John Deere		DW544JZ592759	$90,000
	Bobcat Toolcat		AHG819*357	$52,177
	Bobcat Attachment	Snowblower	713105383	$5,875
	Bobcat Attachment	Broom	B4KZ02234	$4,266
2023	John Deere 3039R		1LV3039RHPN408481	$63,756
			TOTAL:	**$260,574**

- NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

General Liability

COVERAGE - OCCURRENCE FORM	LIMIT
General Aggregate	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage To Premises Rented to You	$100,000
Medical Expense (excluding students)	$5,000
Sexual Misconduct & Molestation Liability – Each Loss / Aggregate	$1,000,000/$1,000,000
Innocent Party Defense	$300,000
Deductible	$10,000
Violent Event Response Coverage – Aggregate	$1,000,000
Violent Event Response Coverage – each personal limit	$25,000
COVERAGE – CLAIMS MADE FORM	**LIMIT**
Employee Benefits Liability - Each Employee	$1,000,000
Employee Benefits Liability - Aggregate	$3,000,000
Retro Date	08/01/2016
Deductible	$1,000

General Liability (Continued)

CLASS CODE	CLASSIFICATION	23-24 PREMIUM BASIS	24-25 PREMIUM BASIS
47471	Public Schools – Grade K-8	5500	5578
47473	Public Schools – Grade 9-12	2713	2606
47469	Faculty Liability for Corporal Punishment of Students	731	823
48924	Swimming Pools – Commercially Operated	$6,000 (S)	$6,000 (S)
48925	Swimming Pools	2 Pools	2 Pools
	Grandstands or Bleachers	4	4
49451	Vacant Land	11.27 acres	11.27 Acres

PREMIUM BASIS CODE:	(S)	Gross Sales	(A)	Area	(P)	Payroll
	(C)	Total Cost	(U)	Unit	(T)	Other

COVERAGE FEATURES:

- Employee Benefit Liability
- Law Enforcement Professional Liability Endorsement - *$1,000,000 limit each wrongful act/$1,000,000 Aggregate, subject to $5,000 Deductible*

COVERAGE EXCLUSIONS/LIMITATIONS *(Exclusions/Limitations included but not limited to the following. Please refer to your policy for a complete list of Exclusions/Limitations)*:

- Pollution Liability Exclusion
- Employment - Related Practices Exclusion
- Professional Liability Exclusion
- Fungi/Mold or Bacteria Exclusion
- Silica Exclusion
- Construction Defects Exclusion

School Leaders Errors & Omissions Liability

COVERAGE – CLAIMS MADE FORM	LIMIT
Each Wrongful Act	$1,000,000
Aggregate	$1,000,000
Deductible – One Wrongful Act	$10,000
Retro Date	08/01/2009
Aggregate Defense Expense Amount – Non-Monetary Relief	$100,000

WHO IS PROTECTED:

Educational Institutions
Trustees, Board Members or Commissioners
Employees and Student Teachers
Volunteer Workers
Administrators

AREAS OF COVERAGE:

Wrongful acts reported during the policy period, subject to policy conditions and exclusions

DEFENSE COSTS:

Defense costs are in addition to the limit of liability for an amount equal to the limit of liability

EXCLUSIONS:

Libel, Slander, Defamation of Character
Bodily Injury or Property Damage
Sexual Abuse or Molestation of Students
Cross Claims or Counter Claims
Hazardous Properties of Nuclear Material
Pending & Prior Litigation
Intentional Fraudulent, Dishonest or Criminal Acts
Asbestos
Pollution
Lead
Punitive Damages
Salary Awards

Automobile

COVERAGE	VEHICLES COVERED	LIMIT
Liability	Any Auto	$1,000,000
Personal Injury Protection	All Autos Subject to No-Fault Laws	Basic
Uninsured Motorist	Owned Autos	$1,000,000
Underinsured Motorist	Owned Autos	$1,000,000
Hired/Non-Owned Liability	Hired/Non-Owned Autos	$1,000,000
Physical Damage		
Comprehensive Coverage	Owned Autos	$2,500
Collision Coverage	Owned Autos	$2,500
Hired Car Physical Damage	Hired Autos	$50,000
Comprehensive Deductible		$2,500
Collision Deductible		$2,500
Garage Keepers (primary)	Comprehensive & Collision Limit	$45,000
	Comprehensive Deductible	$500/$2,500
	Collision Deductible	$500
Coverage Enhancement:	Form #: Auto Extension Endorsement	

COVERED AUTOS: PER ATTACHED SCHEDULE

YEAR	MAKE	MODEL	VIN #	GARAGING LOCATION	COMP	COLL
			See Attached Vehicle Schedule			

NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

Workers' Compensation

EMPLOYER'S LIABILITY:

Bodily Injury by Accident:	Each Accident	$2,000,000
Bodily Injury by Disease:	Per Policy	$2,000,000
Bodily Injury by Disease:	Each Employee	$2,000,000

STATES:

MN
Includes: Other States Coverage except Monopolistic States

SCHEDULE OF OPERATIONS:

STATE	CODE	CLASSIFICATION	23-24 PAYROLL	24-25 PAYROLL
MN	8868	Professional	$72,100,000	$65,195,661
MN	9101	Maintenance/Food Service	$5,150,000	$4,080,697
MN	7382	Bus Drivers	$1,030,000	$1,681,508
MN	8385	Bus Mechanics	$121,540	$114,362
			Manual Premium	$90,943
			Expense Constant	$220
			Terrorism	$7,107
			MN Special Compensation Fund	$7,825
			Claim Handling Fees	$12,700
			Loss Control Fee	$3,000
			MMA Agency Fee	$25,000
			Total Cost of Program	**$146,795**

* This Workers' Compensation policy is subject to an annual audit. The final premium is determined after the audit has been completed.

Cost of program based on $100,000 per claim deductible

Workers' Compensation Renewal Exhibit

Program	2023/2024 $100,000 Deductible	2024/2025 $100,000 Deductible
Aggregate	$440,000	$440,000
Premium	$123,475	$106,095
Claim Handling Fee	$ 16,200	$ 12,700
Loss Control Fee	$ 3,000	$ 3,000
Agency Fee	$ 25,000	$ 25,000
*** Cost of Program**	**$167,675**	**$146,795**
Estimated Payrolls	$78,401,450	$71,072,228
Composite Rate/$100	$ 0.1328	$ 0.128

Projected Cost of Risk as of	8/1/2023	6/15/2024	8/1/2024
Projected Losses within Ded.	$180,324	$ 75,512	$106,608
Cost of Program	$167,675	$167,675	$146,795
Total Cost of Risk	**$347,999**	**$243,187**	**$253,403**

For Comparison:

$2500 Deductible Cost Option	$419,629	$341,279
Guaranteed Cost Option		$378,017

Projected Cost of Risk is based on the most recent 5 years loss history

*cost of program includes RAS fees, MN Special Comp Fund premium, terrorism and expense constant

Workers' Compensation (Continued)

EXPERIENCE MODIFICATION FACTOR HISTORY:

POLICY TERM	EXPERIENCE MOD.
2024-2025	.68
2023-2024	.78
2022-2023	.85
2021-2022	1.38
2020-2021	1.37

Umbrella

LIMIT OF LIABILITY	LIMIT
Each Occurrence	$5,000,000
Annual Aggregate	$5,000,000
Retention	$10,000

COVERAGE:
The policy agrees to *pay on behalf of* the Insured for all sums, which they are obligated to pay as damages resulting from all operations. The Limit of Liability is over the policy limits of the primary insurance.

COMMENTS:

- This policy includes a Fungi/Mold or Bacteria Exclusion.
- Excluded: Law Enforcement Legal Liability
- Excluded: Uninsured & Underinsured Motorists
- Excluded: Cyber Liability

UNDERLYING SCHEDULE:

COVERAGE		LIMIT
General Liability	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products Aggregate	$2,000,000
	Personal and Advertising Injury	$1,000,000
School Leaders E&O	Each Loss	$1,000,000
	Aggregate	$1,000,000
Sexual Misconduct	Each Loss	$1,000,000
	Aggregate	$1,000,000
Automobile Liability	Combined Single Limit	$1,000,000
Employers Liability	B.I. Each Accident	$2,000,000
	B.I. by Disease Policy Limit	$2,000,000
	B.I. by Disease each Employee	$2,000,000
Employee Benefits Liability	Each Employee	$1,000,000
	Aggregate	$3,000,000

Marketing Results – Network Security & Privacy Liability

Listed below are the insurance companies approached to obtain quotations on your insurance program:

Carrier	Best's Rating	Result
Beazley (Incumbent)	A XV	*(Incumbent)* Limit/Retention - $2M/$100K **Premium – $75,000** **Requiring MFA for student access to email**
Chubb	A++ XV	***Indication*** Limit/Retention – $2M/$100K **Premium – $60K-$70K**
Coalition	A XV	*No response*
Cowbell	A XV	Limit/Retention - $1M/$25K **Premium – $36,033.66**
TMHCC (Recommended)	A++ XV	Option 1: Limit/Retention - $2M/$25K **Premium – $36,261** Option 2: Limit/Retention - $2M/$50K **Premium – $32,965**
Travelers	A++ XV	Declined – No MFA for Web Based Email

Secure Best's Ratings Scale

A++ and A+	Superior
A and A-	Excellent
B++ and B+	Very Good

Vulnerable Best's Ratings

B and B-	Fair
C++ and C+	Marginal
C and C-	Weak
D	Poor

Financial Size Category

FSC I	less than 1M	FSC V	10M to 25M	FSC IX	250M to 500M	FSC XIII	1,250M to 1,500M
FSC II	1M to 2M	FSC VI	25M to 50M	FSC X	500M to 750M	FSC XIV	1,500M to 2,000M
FSC III	2M to 5M	FSC VII	50M to 100M	FSC XI	750M to 1,000M	FSC XV	greater than 2,000M
FSC IV	5M to 10M	FSC VIII	100M to 250M	FSC XII	1,000M to 1,250M		

Network Security & Privacy Liability

INSURED:	ISD #709 Duluth Public Schools
INSURER:	Syndicate 2623/623 at Lloyd's – Beazley (***Non-Admitted)***
AM BEST RATING:	A XIV ***(Excellent)***
POLICY FORM:	F00653 (11/17)
POLICY TERM:	August 1, 2024 to August 1, 2025

CLAIMS MADE COVERAGE	2023-2024 EXPIRING	2024-2025 RENEWAL
LIMITS:		
Breach Response*		
Number of Notified Individuals	*250,000*	250,000
Legal, Forensic & Public Relations / Crisis Management	*$ 1,000,000*	$ 1,000,000
Additional Breach Response Costs		
Additional Breach Response Costs	*$ 2,000,000*	$ 2,000,000
First Party Loss		
Business Interruption Loss		
Resulting from Security Breach	*$ 2,000,000*	$ 2,000,000
Resulting from System Failure	*$ 2,000,000*	$ 2,000,000
Dependent Business Loss		
Resulting from Dependent Security Breach	*$ 1,000,000*	$ 1,000,000
Resulting from Dependent System Failure	*$ 1,000,000*	$ 1,000,000
Cyber Extortion	*$ 2,000,000*	$ 2,000,000
Data Recovery Costs	*$ 2,000,000*	$ 2,000,000
Liability		
Data & Network Liability	*$ 2,000,000*	$ 2,000,000
Regulatory Defense & Penalties	*$ 2,000,000*	$ 2,000,000
Payments Cards Liabilities & Costs	*$ 250,000*	$ 250,000
Media Liability	*$ 2,000,000*	$ 2,000,000
eCrime		
Fraudulent Instruction	*$ 250,000*	$ 250,000
Funds Transfer Fraud	*$ 250,000*	$ 250,000
Telephone Fraud	*$ 250,000*	$ 250,000
Criminal Reward		
Criminal Reward	*$ 50,000*	$ 50,000

Network Security & Privacy Liability (Continued)

Policy Aggregate Limit of Liability	*$ 2,000,000*	$ 2,000,000
DEDUCTIBLE: (PER CLAIM)		
Each Incident, Claim or Loss	*$ 100,000*	$ 100,000
Forensic & Public Relations / Crisis Management	*$ 50,000*	$ 50,000
Legal Services Only	*$ 25,000*	$ 25,000
Notified Individuals Threshold	*100*	100
Waiting Period	*10 Hours*	10 Hours
ANNUAL PREMIUM:	***$ 75,000***	**$ 75,000**
Surplus Lines Tax	*$ 2,250*	*$ 2,250*
Surplus Lines Fee	*$ 30*	*$ 30*
TOTAL ANNUAL PREMIUM	***$ 77,280***	***$ 77,280***

RETROACTIVE DATE: Full Prior Acts

CONTINUITY DATE: August 29, 2014

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:
(Per Expiring, Unless Noted)
1. Optional Extension Period and Optional Extension Premium
2. Lloyd's Certificate – No Policy Language
3. Sanction Limitation Clause
4. Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)
5. Radioactive Contamination Exclusion Clause – Liability – Direct (U.S.A.)
6. Lloyd's Security Schedule 2024
7. Asbestos, Pollution, and Contamination Exclusion Endorsement
8. Cap on Losses Arising Out of Certified Act of Terrorism
9. Employee Device Endorsement
10. Amend Definition of Fraudulent Instruction (Artificial Intelligence) – ***NEW***
11. Invoice Manipulation Coverage – $250,000 Sublimit
12. Reputation Loss – $2,000,000 Sublimit
13. Post Breach Remedial Services Endorsement – 100 Hours
14. Amend Data Recovery Costs
15. GDPR Cyber Endorsement
16. Computer Hardware Replacement Cost – $2,000,000 Sublimit
17. Amend Definition of Data
18. Contingent Bodily Injury Endorsement with Sublimit – $100,000
19. Voluntary Shutdown Coverage
20. Cryptojacking Endorsement – $2,000,000 Sublimit
21. Policyholder Disclosure Notice of Terrorism Insurance Coverage
22. Amend Continuity Date (08/01/2018 for $1M excess of $1M)
23. War and Civil War Exclusion
24. First Party Loss Exclusion Amendatory Endorsement
25. MMA Amendatory Endorsement
26. Public Schools Amendatory Endorsement

Network Security & Privacy Liability (Continued)

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM (continued):
27. Catastrophic First Party Loss Amendatory Endorsement (Full Limits)
28. Choice of Law and Service of Suit – New York

SUBJECT TO:
- Completed Acknowledgement Form

PAYMENT TERMS:
- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request

Network Security & Privacy Liability - TMHCC

INSURED:	ISD #709 Duluth Public Schools
INSURER:	*Houston Casualty Company* (TMHCC) ***(Non-Admitted)***
AM BEST RATING:	A++ XV ***(Excellent)***
POLICY FORM:	NetGuard Policy NGP 1000 (4.2020)
POLICY TERM:	August 1, 2024 to August 1, 2025

CLAIMS MADE COVERAGE	2024-2025 OPTION 1	2024-2025 OPTION 2
LIMITS:		
Maximum Policy Aggregate	$ 2,000,000	$ 2,000,000
Third Party Liability		
Multimedia Liability Coverage	$ 2,000,000	$ 2,000,000
Security and Privacy Liability Coverage	$ 2,000,000	$ 2,000,000
Privacy Regulatory Defense and Penalties Coverage	$ 2,000,000	$ 2,000,000
PCI DSS Liability Coverage	$ 2,000,000	$ 2,000,000
Bodily Injury Liability Coverage	$ 250,000	$ 250,000
Property Damage Liability Coverage	$ 50,000	$ 50,000
TCPA Defense Coverage	$ 50,000	$ 50,000
First Party Insuring Agreements		
Breach Event Costs Coverage	$ 2,000,000	$ 2,000,000
Post Breach Remediation Costs Coverage	$ 25,000	$ 25,000
BrandGuard Coverage	$ 2,000,000	$ 2,000,000
System Failure Coverage	$ 2,000,000	$ 2,000,000
Dependent System Failure Coverage	$ 2,000,000	$ 2,000,000
Cyber Extortion Coverage	$ 2,000,000	$ 2,000,000
Cyber Crime Coverage		
Financial Fraud	$ 250,000	$ 250,000
Telecommunications and Utilities Fraud	$ 250,000	$ 250,000
Phishing Fraud Sublimits		
-Your Phishing Fraud Loss	$ 250,000	$ 250,000
-Client Phishing Fraud Loss	$ 250,000	$ 250,000
-Phishing Fraud Aggregate	$ 250,000	$ 250,000
Cyber Crime Aggregate	$ 250,000	$ 250,000
Bricking Loss Coverage	$ 2,000,000	$ 2,000,000
Property Damage Loss Coverage	$ 50,000	$ 50,000
Reward Expenses Coverage	$ 50,000	$ 50,000
Court Attendance Costs Coverage	$ 25,000	$ 25,000
Additional Defense Costs Limit	N/A	N/A
Breach Event Costs Outside the Limit	Included	Included

Network Security & Privacy Liability – TMHCC (Continued)

RETENTION:		
System Failure Waiting Period	8 Hours	8 Hours
Dependent System Failure Waiting Period	12 Hours	12 Hours
BrandGuard Waiting Period	14 Days	14 Days
All Others, Each Claim	$ 25,000	$ 50,000
ANNUAL PREMIUM:	**$ 36,261.00**	**$ 32,965.00**
Policy Fee	$ 195.00	$ 195.00
Surplus Lines Tax	$ 1,093.68	$ 994.80
Stamping Fee	$ 14.58	$ 13.26
Total Annual Premium	**$ 37,564.26**	**$ 34,168.06**

RETROACTIVE DATE: Full Prior Acts

KNOWLEDGE DATE: Inception

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:

1. Amendment of Created or Acquired Subsidiaries Clause
   - Acquisition Threshold: 10%
2. Amendment of Other Insurance Provisions: Excess Insurance
3. Biometric Claims Sublimit
   - $250,000 Each Biometric Claim/$250,000 Aggregate
   - Deductible to Match Policy
   - Full Prior Acts
4. Nuclear Incident Exclusion
5. Policyholder Disclosure Notice of Terrorism Insurance Coverage
6. Service of Suit
7. War and Cyber Operation Exclusion

SUBJECT TO:

- Completed Acknowledgment Form
- Signed Application Dated Within 45 Days of Effective Date
- Completed Question 23 on Application

Non-Admitted Carriers Disclosure

“Non-admitted Carriers” were developed for high-risk or unique exposures which conventional companies refuse to supply. A “Non-admitted Carrier” is not supported by state guarantee funds, meaning that if they fail, your premium and your insurance is probably lost. “Non-admitted Carriers” are generally not subject to regulation by your individual state insurance department therefore, the financial rating for a “Non-admitted Carrier” is of importance.

This proposed insurance coverage is being quoted to you under your State’s Surplus Lines Insurance Act. The insurer is an eligible Surplus Lines Insurer, but is not otherwise licensed by your State.

In case of insolvency of the insurer after you purchase the proposed insurance coverage, payment of claims is not guaranteed.

This policy is not included for coverage under your State’s Insurance Guaranty Association.

Name of Insurer: Houston Casualty Company

I have read the foregoing notice and received a copy for my records this _____ day of _____.

Signature: _____ *Date:*_____

Minimum Earned & Deposit Premiums

We are providing clarification of the following terms as they are often misunderstood.

Minimum and Deposit

This is the amount of premium due at inception. Although the policy is “ratable” that is, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

Credit Policy

Marsh & McLennan Agency strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

- All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.
- For direct bill policies: Notices you receive from your insurer regarding past due premiums or cancellations due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). Because your bill comes directly from your insurer, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Terrorism Risk Insurance Act

Effective November 26, 2002, Terrorism coverage provided by the Terrorism Risk Insurance Act of 2002 (TRIA) was made available in your policy(ies). In 2007, the federal government signed the version that was passed by the Senate and House. The bill eliminates the distinction between foreign and domestic acts of terrorism and otherwise keeps the program in tact under roughly its current terms through December 31, 2027.

The premium charged for the terrorism coverage is outlined below:

COVERAGE	PREMIUM IF PURCHASED
Property	$2,457
General Liability	$1,406
Law Enforcement Legal	$15
School Leaders E&O	$1,423
Workers' Compensation (Cannot reject coverage)	$7,107
Umbrella/Excess	$791

- With the exception of Workers' Compensation, the Act gives you the right to reject the offer of terrorism coverage. You may waive such coverage by signing a written statement. (See Affirmation Waiver from insurance company.)

- The Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) retains most of the provisions of the original program, however, the following coverages are not included under the federal program.
    - Commercial Automobile, Garage Liability, Dealer's Blanket, Professional Liability Surety/Crime, Burglary & Theft and Farm Owner's Multi-Peril.

NOTE:

- Actual coverage provided by your policy for acts of terrorism, as defined in the Terrorism Insurance Act of 2015 are limited by the terms, conditions, exclusions, limits, other provisions of your policy, and/or any endorsements to the policy and are subject to applicable laws.

Compensation Disclosure & Limitation of Liability

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **https://mma.marshmma.com/non-us-affiliates**. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.

- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

Compensation Disclosure & Limitation of Liability (Continued)

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html.**

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed one times annual revenue, and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev March 15, 2024

Disclaimer

No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. Refer to the actual policy for complete information on the coverages provided. If there is a conflict between the policy and this summary, the provisions of the policy shall govern.

This proposal contains a brief outline of coverages and not a complete explanation of insurance being presented. It is intended to provide a summary of coverage for your review. Only the policy itself can provide a detailed description of the terms conditions, exclusions and endorsements of coverage. A complete specimen policy form will be made available upon your request. For details of coverage refer to the policy itself when issued. This document is neither a binder nor a legal interpretation of the insurance coverage.

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, please contact us as questions arise and or exposure changes occur. We must discuss how they affect your insurance program.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to another state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

Your insurance program will only be as good as the communication between your organization and Marsh & McLennan Agency.

Best Financial Rating

COMPANY	A.M. BEST RATING	WEBSITE	RATING DATE
Accident Fund	A XIV	www.accidentfund.com	12/7/2022
Acuity	A+ XV	www.acuity.com	1/25/2023
Affiliated FM Insurance Co.	A+ XV	www.affiliatedfm.com	1/127/2023
Allied Insurance Group	A+ XV	www.alliedinsurance.com	12/1/2022
American Compensation Ins Co. (RTW)	A XV	www.rtw.com	7/27/2022
American Interstate	A IX	www.amerisafe.com	7/14/2022
Capitol Indemnity	A VIII	www.capitolindemnity.com	1/10/2023
AXA XL / Catlin	A+ XV	www.xlcatlin.com	11/9/2022
AIG	A XV	www.aig.com	12/16/2022
Chubb	A++ XV	www.chubb.com	12/1/2022
Cincinnati Insurance Company	A+ XV	www.cinfin.com	2/9/2023
CNA	A XV	www.cnacentral.com	8/4/2022
Community Insurance Corporation	Not Rated	www.communityinsurancecorporation.com	N/A
Continental Western	A+ XV	www.continentialwestern.com	6/1/2023
Crum & Forster	A XV	www.cfins.com	7/14/2022
Dakota Truck Underwriters (member of Dakota Group)	A- VIII	www.rascompanies.com	7/27/2022
EMC	A XIV	www.emcinsurance.com	12/21/2022
Fidelity & Deposit of Maryland	A+ XV	www.zurichna.com	10/21/2022
Firemans Fund	A+ XV	www.firemansfund.com	3/8/2023
Hanover	A XV	www.hanover.com	6/22/2023
Harleysville	A+ XV	www.harleysvillegroup.com	12/1/2022
Hartford	A+ XV	www.thehartford.com	8/25/2022
Hartford Steam Boiler	A++ XI	www.hsb.com	7/29/2022
Indiana Insurance (member of Liberty Mutual)	A XV	www.indiana-ins.com	7/27/2022
Indiana Lumbermens Mutual	A- VIII	www.plmilm.com	6/16/2022
Lexington	A XV	www.intactspecialty.com	12/16/2022
Liberty Mutual	A XV	www.aig.com	7/27/2022
Markel	A XV	www.libertymutualgroup.com	9/30/2022
Medmarc	A XIII	www.markelcorp.com	5/23/2023
Intact / Atlantic Specialty	A+ XV	www.medmarc.com	5/18/2023
Pennsylvania Lumbermens Mutual	A- VIII	www.plmins.com	6/16/2022
Philadelphia	A++ XV	www.phly.com	12/14/2022
QBE	A XV	www.qbena.com	5/5/2023
SFM	A- IX	www.sfmic.com	4/18/2023
Society Insurance	A- VIII	www.societyinsurance.com	6/23/2023
Travelers	A++ XV	www.travelers.com	7/29/2022
United Fire & Casualty	A- X	www.ufginsurance.com	8/18/23
United Heartland (see Accident Fund)	A XIV	www.accidentfund.com	12/7/2022
Virginia Surety	A XIV	www.assurant.com	8/26/2022
Wausau (member of Liberty Mutual)	A XV	www.wausau.com	7/27/2022
West Bend Mutual Insurance/NSI	A XIV	www.thesilverlining.com	6/14/2023
Western National Mutual Insurance Company	A+ XI	www.wnins.com	8/12/2022
Westfield National Insurance Company	A XV	www.westfieldinsurance.com	1/31/2023
Zurich	A+ XV	www.zurichna.com	10/21/2022

Secure Best's Ratings Scale

A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++ and C+	Marginal
B++ and B+	Very Good	C and C-	Weak
		D	Poor

Vulnerable Best's Ratings

Financial Size Category (per million)

FSC I less than 1	FSC V 10 to 25	FSC IX 250 to 500	FSC XIII 1,250 to 1,500
FSC II 1 to 2	FSC VI 25 to 50	FSC X 500 to 750	FSC XIV 1,500 to 2,000
FSC III 2 to 5	FSC VII 50 to 100	FSC XI 750 to 1,000	FSC XV greater than 2,000
FSC IV 5 to 10	FSC VIII 100 to 250	FSC XII 1,000 to 1,250	

Minneapolis
6160 Golden Hills Drive
Minneapolis, MN 55416
(763) 746-8000

Duluth
332 West Superior St., Suite 700
Duluth, MN 55802
(218) 722-7753

Grand Rapids
520 NE First Ave Suite 2
Grand Rapids, MN 55744
(218) 248-8396

Hibbing
2226 1st Avenue
Hibbing, MN 55746
(218) 262-6611

Virginia
820 9th St N, Ste 100
Virginia, MN 55792
(218) 248-8396

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
District Service Center	Kala Pedersen (Essentia Health)	$500.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Jnana Hand	$25.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Jason Wiederin	$100.00	Unity In Our Community	
District Service Center	Duluth Texas Roadhouse	$250.00	Unity In Our Community	
East HS	Irving Community Association	$3,000.00	Youth Leadership Conference	
East HS	Susan L Coen	$250.00	Duluth HOSA	
East HS	Shake It West Duluth - Tanya Templer	$125.00	Duluth HOSA	
East HS	Quin Flaig	$250.00	Duluth HOSA	

East HS	David Haugen	$100.00	Duluth HOSA	
East HS	RW Fern Associates Inc	$50.00	Duluth HOSA	
Lincoln Park MS	Christian Eggert Violins	In-kind	Orchestra	Donated a cello for LPMS Orchestra
Piedmont ES	Roberta Klekotka	$700.00	$250.00 for Jennifer LaBoone's classroom, $250.00 for Heidi Owens' classroom and $200.00 for Maya Vukelich's Social Worker fund	

HUMAN RESOURCES ACTION ITEMS FOR: July, 23, 2024

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BAKKEN, TARA N	GRADE 5 TEACHER/MYERS-WILKINS, (MA) IV 8, 1.0, LATSCHER K. TRANSFER	08/26/2024
BENOIT, TAMARA A	LTS SPED RESOURCE TEACHER/ORDEAN, (BA) III 8, 1.0, ARTIM B. PARENTAL LEAVE TEMP POSITION	08/26/2024
BRITTON, KATIE J	ELEMENTARY SCHOOL PRINCIPAL/PIEDMONT, 44WK, $116,889.00, SHERMOEN B. RESIGNED	08/12/2024
BROIDO, ALESSANDRO K	SPANISH IMMERSION GRADE 4/LOWELL, (MA+30) IV 7, 1.0, THEIS G. TRANSFER	08/26/2024
HUDYMA, JENNIFER A	ECFE EARLY CHILDHOOD TEACHER/PARENT EDUACATOR/PIEDMONT, (BA) III 8, 0.475	08/26/2024
KEOGAN, RACHEL A	ENGLISH LANG. ARTS, IMMERSION SPECIALIST TOSA/LOWELL, (MA) IV 9, 1.0, RECKER C. TRANSFER	08/26/2024
KIEHN, TUCKER D	BUSINESS ED TEACHER/ORDEAN EAST, (MA+15) IV 8, HUGHES D. RESIGNED	08/26/2024
NELSON, HAAKON P	GRADE 3/LAURA MACARTHUR, (MA+45) IV 9, MCKECHNIE K. TRANSFER	08/26/2024
NELSON, STEPHANIE ANN-PASEK	SKILLS FOR SUCCESS TEACHER/LINCOLN PARK, (BA+15) III 4, 0.6,	08/26/2024
NELSON, STEPHANIE ANN-PASEK	SOCIAL STUDIES TEACHER/LINCOLN PARK, (BA+15) III 4, 0.4	08/26/2024
NESTOR, FAITH E	PRESCHOOL/HEAD START/PIEDMONT, (BA) III 8, 1.0, FARNHAM D. RETIRED	08/26/2024
SAUMER, JAYSA L	ELEMENTARY MUSICA SPECIALIST/MYERS-WILKINS/ROCKRIDGE, (BA) III 6, 1.0, VANALST M. RESIGNED	08/26/2024
THOMPSON, CARRIE L	ELEMENTARY PRINCIPAL/LAURA MACARTHUR, 44WK, $116,889.00, ERICKSON J. RESIGNED	08/12/2024
WALKER, JULIE A	PRESCHOOL/PIEDMONT HEAD START, (MA) IV 9, 1.0, GONZALEZ K. DISPLACED	08/26/2024
WEBER-LARIONOVA, TATYANA M	GERMAN TEACHER/LINCOLN PARK, (MA) IV 9, 0.2	08/26/2024

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
BURNHAM, BERNADETTE B	UNION REPRESENTATIVE/ADMIN	07/01/2024 09/30/2026
TRUITT, ADAM W	DEAN OF STUDENTS/LINCOLN PARK	08/26/2024 06/06/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JACKSON, RACHEL D	ELEMENTARY PRINCIPAL - MYERS-WILKINS ES	06/30/2024
REUL-MONSON, SARA A	GRADE K - LAKEWOOD ES	06/07/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BRADFISH, ASHLEY M	CERTIFIED INTERPRETER PARA/DISTRICT WIDE, 32.5/38WKS, $35.72/HR, SOMROCK S. RETIRED	08/26/2024
JAROS, JILLIAN M	JOB COACH PARA/DSC, TRANSPORTATION, UP TO 52 HRS/$18.85/HR	07/01/2024
LINDULA, RICHELLE M	INSTRUCTIONAL PARA/LAURA MACARTHUR. 31.25/38WKS, $18.78/HR,	08/26/2024
MEINTZ, ANNA L	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, $20.49/HR, MAXIM K. RESIGNED	08/26/2024
PAVLICH, COURTNEY T	SPED PROGRAM PARA/LAURA MACARTHUR, 31.25/38WKS, $21.42/HR, HIBBS J. TRANSFER	08/26/2024
SHINN, MIRANDA K	SPED LPN PARA/LAURA MACARTHUR, 32.5/38WKS, $25.26/HR,	08/26/2024
WIRTA, VANESSA L	CUSTODIAN I/LAURA MACARTHUR, 40/52WKS, $17.52/HR,	06/17/2024

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES
BLINDAUER, BRETT M	SPED PROG PARA SETT III/IV - LESTER PARK	05/28/2024 06/28/2024
MCNULTY, JOHN J	UTILITY II - DW	06/03/2024

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
COOKE, GAIL C	CHLD NUTRITION SRVS ASST - LAKEWOOD ES	06/06/2024
ERICKSON, BRIAN A	SUPERVISORY PARA - DENFELD HS	06/07/2024
KINNEAR, MITCHELL L	SECOND SHIFT ENG II - DENFELD HS	06/14/2024
LAUGER, RICHARD H	CHLD NUTRITION SRVS ASST - LINCOLN PARK MS	06/06/2024
LOUGH, TRICIA Y	OSSS SPECIAL SERVICES - DSC	07/12/2024
MCDONALD, KEELY A	CHILD NUTRITION SVCS ASST - ORDEAN-EAST MS	06/07/2024
MOLL, KRISTEN L	CHLD NUTRITION SRVS ASST - MYERS-WILKINS ES	06/06/2024

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
MARCESKI, TERRI LEE	OSS RESIDENTIALS-MERRITT CREEK ACADEMY	09/13/2024

Facility Use Fee Schedule

	Priority Classifications			
	CLASS I	**CLASS II**	**CLASS III**	**CLASS IV**
	District Use	Duluth Youth Organizations, Governmental, Municipally, Local Colleges and Universities	Tournaments, Non-Profits, Non-Duluth Youth Organizations	Commercial Groups
Elementary School Spaces	**No Charge**			
Cafeteria		$5.00	$15.00	$25.00
Classroom		$5.00	$10.00	$20.00
Special Use Classroom (Art, Music, Fitness)		$5.00	$15.00	$30.00
Field		$0.00	$0.00	$50.00
Gym		$5.00	$15.00	$30.00
Media Center		$5.00	$15.00	$25.00
Kitchen*		$20.00	$30.00	$50.00
Parking Lot		$0.00	$0.00	$50.00
Playground		$0.00	$0.00	$50.00
Secondary School Spaces	**No Charge**			
Cafeteria/Commons		$10.00	$20.00	$30.00
Classroom		$5.00	$10.00	$20.00
Special Use Classroom (Art, Music, Fitness)		$5.00	$15.00	$30.00
Gym		$15.00	$30.00	$75.00
Locker Rooms		$5.00	$15.00	$30.00
Media Center		$5.00	$15.00	$25.00
Kitchen*		$20.00	$30.00	$50.00
Parking Lot		$0.00	$0.00	$50.00

Stadiums* (Marv Heikkinen Field at Denfeld HS, Ordean Stadium at East HS)	**No Charge**			
Full Use Stadium		$150.00	$150.00	$175.00
Only Field Use		$35.00	$35.00	$70.00
Scoreboard		$25.00 / day		
Lights		$25.00 / day		
Sound System		$25.00 / day		
Team Rooms		$25.00 / day		
Washrooms		$50.00 / day		
		$50.00 / day		
Fields*	**No Charge**			
OEMS and LPMS Turf		$20.00	$35.00	$50
Laura MacArthur Tennis Courts		$10.00	$15.00	$35
Duluth East HS Baseball Field		$50.00	$50.00	$70.00
		Summer Season Rental: $750		
Auditoriums*	**No Charge**			
Denfeld HS		$15.00	$120.00	$300.00
East HS		$15.00	$115.00	$280.00
Ordean MS		$15.00	$60.00	$150.00
Lincoln Park MS		$15.00	$60.00	$150.00
Microphones		$20.00 / day		
Spot lights		$30.00		
Organ		$60.00		
Computer Projector		$20.00 / day		
Orchestra Shell		$100 / day		
Choral Risers		$50.00 / day		
Grand Piano		$150 / day (included tuning)		
Pools*	**No Charge**			
OEMS and LPMS		$25.00	$50.00	$75.00
Scoring Table and Clock - Flat Rate		$10.00	$20.00	$35.00

Personnel Fees		
	Mon - Sat	Sundays/ Holidays
Custodial Services	$45.00	$55.00
Food Services	$25.00	$30.00
Computer Tech	$25.00	$30.00
Auditorium Site Manager	$35.00	$45.00
Auditorium Tech	$50.00	$60.00
Stage Hand	$20.00	$30.00
Lifeguard	$15.00	$20.00
Gate Attendant (multi-purpose fields)	$50.00 flat	$50.00 flat
Site Manager (other than auditorium and baseball field)	$25.00	$35.00
Baseball Field Site Manager (site management and field maintenance)	$75.00 per game	
Electrician (if needed/auditorium)	$300.00 flat	$360.00 flat

For a full description of all procedures and requirements, see the Facility Use Guide.

Facility Use Fee Waiver

Our district is committed to ensuring equal access for all community groups, regardless of financial constraints. Therefore, we offer a fee waiver program for groups who are unable to pay the standard facility use fees. To apply for the fee waiver, groups must submit the fee waiver found on our Facility Use website outlining their financial need and the purpose of their facility use. We believe that every group deserves the opportunity to access our facility and contribute to the vibrancy of our community. By offering this fee waiver program, we hope to create a more inclusive and supportive environment for all.
Questions can be sent to facilitiesrequest@isd709.org.

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

This AGREEMENT is made and entered into this 12th day of June 2024, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Ordean East Middle School** located at 2900 E. 4th St., Duluth, Minnesota 55812, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, [redacted] (hereinafter referred to as **STUDENT**).

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

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

I. RESPONSIBILITIES OF BAYADA

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

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

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

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

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

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

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

E. Insurance.

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

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

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

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

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

II. RESPONSIBILITIES OF SCHOOL

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

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

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

D. Insurance.

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

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

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

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

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

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

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $72.00/hour for RN or $62.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

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

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

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **July 1, 2024** and will remain in effect through **June 30, 2025**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

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

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

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

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

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

V. ADDITIONAL TERMS

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

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

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

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

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

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

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

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

Date: 06.13.2024

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

Date: 6/18/24

Jason Crane

Signing with authority for
Ordean East Middle School

01E005 416 740 394 000

6/25/24

USE AND MAINTENANCE AGREEMENT

THIS USE AND MAINTENANCE AGREEMENT ("Agreement") is by and between Independent School District No. 709, Duluth Public Schools (the "District"), the Gary New Duluth Development Alliance (the "Alliance"), and the City of Duluth (the "City"), collectively referred to as "the Parties."

WHEREAS, the District owns a set of bleachers, as pictured in the attached Exhibit A (the "Bleachers") located on the District-owned property referred to as Stowe Elementary, located at 715 101st Avenue West Duluth, MN 55808 ("District Property").

WHEREAS, the City owns the property directly adjacent to the District Property, located at 801 101st Avenue West Duluth, MN 55808 ("City Property");

WHEREAS, the City Property includes recreational fields and other recreational facilities;

WHEREAS, the Alliance and the City are parties to a Use and Maintenance Agreement ("City Use Agreement") relating to the City Property, which is set to expire on December 31, 2025, which governs the Alliance's use of the City Property.

WHEREAS, the District recognizes that the Bleachers are currently underutilized by the District and may be better utilized to serve the interests of community, District students, and the public at large by being used as part of the Alliance's programming.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE TO THE FOLLOWING:

I. TERM.

Notwithstanding the date of execution, this Agreement shall be deemed to commence on July 1, 2024, and shall expire at the end of the day on June 30, 2029, unless terminated earlier as set forth herein.

II. GRANT OF RIGHTS.

1. Subject to the terms and conditions of this Agreement, the District grants the Alliance the exclusive right to transport from the District Property to the City Property, use, and maintain the Bleachers, at no charge, for community-related purposes pursuant to the Alliance's mission. Neither the Alliance nor the City may move the Bleachers from the City Property to a different location other than returning the Bleachers to the District Property.

2. The Alliance shall be responsible for transporting the Bleachers to and from the District Property to the City Property, and inspecting, maintaining, and repairing the Bleachers during the term of this Agreement.

3. The District makes no representations or warranties, express or implied, that the Bleachers are suitable for any reasons. The Alliance accepts the Bleachers in "as is" condition, without any representations or warranties.

4. The District shall not charge the Alliance a usage fee in relation to this Agreement. The consideration for this Agreement shall be the public benefits provided by the Alliance in maintaining and utilizing the Bleachers for public recreational purposes, and the mutual promises set forth in this Agreement.

5. The Alliance shall maintain the Bleachers in good order and condition and state of repair in compliance with all applicable laws, regulations and codes, all to be performed at the Alliance's sole expense.

6. All parties expressly agree that at no point will the Bleachers, which are the personal property of the District, be owned by the Alliance, the City, or any entity other than the District. The Bleachers shall remain the sole property of the District through the life of this Agreement, and shall remain the sole property of District upon the return of the Bleachers to the District.

III. TERMINATION OR EXPIRATION OF AGREEMENT.

1. Abandonment, Disrepair, or Destruction.

A. The District may terminate this Agreement with fifteen (15) days' written notice to the Alliance if the District determines the Alliance has abandoned its use of the Bleachers, failed to perform necessary maintenance or repairs of the bleachers, or the Bleachers are destroyed in whole or in part.

B. Furthermore, the expiration of the City Use Agreement without any subsequent written agreement between the City and Alliance allowing for the Alliance's use of the City Property constitutes abandonment of the Bleachers. No later than 14 days after the expiration of the City Use Agreement, due to breach or expiration, the Alliance shall transport the Bleachers to the District Property.

2. For Convenience. Any party may terminate this Agreement without cause by providing at least forty-five (45) calendar days written notice to the other party.

IV. SURRENDER POSESSION AND RETURN OF PROPERTY.

Upon termination or expiration of this Agreement, whichever occurs first, the Alliance shall surrender possession of the Bleachers to the District in as good condition and repair, normal wear and tear excepted. Alliance shall transport the Bleachers back to the District Property in the location from which Alliance first removed the Bleachers, unless directed by the District in writing to return the Bleachers to a different location.

V. HOLD HARMLESS AND INDEMNIFICATION.

The Alliance shall be responsible for any losses or damages whatsoever caused by the acts of the Alliance, or its employees, agents, participants, volunteers, or invitees. The Alliance agrees to defend, indemnify, and hold harmless the District and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damages and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the District or the Alliance, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the Alliance, arising out of, related to or associated with the use, maintenance or operation of the Bleachers by the Alliance or performance of its obligations under this Agreement. Promptly after receipt by the District of notice of the commencement of any action with respect to which the Alliance is required to indemnify the District, the District shall notify the Alliance in writing of the commencement thereof, and, subject to the provisions of this Agreement, the Alliance shall assume the defense of such action, including the employment of counsel satisfactory to the District and the payment of expenses. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

VI. INDEPENDENT RELATIONSHIP.

Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Alliance or its members or employees as agents, representatives or employees of the District for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

VII. INCIDENT REPORTS.

The Alliance shall promptly notify the District in writing of any injury, loss, or damage to the Bleachers or any injury, loss, or damage arising out of or otherwise relating to the Bleachers during the Term.

VIII. GENERAL TERMS AND CONDITIONS.

1. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within St. Louis County, Minnesota.

2. The Alliance shall not assign or transfer any rights or obligations under this Agreement.

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

4. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person, organization, or business shall have the right to make claim that they are a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties.

5. This Agreement and its exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements between the parties relating to the subject matter hereof.

6. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

7. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by the officers of the parties will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH PUBLIC SCHOOLS

_____

By: _____

Its: _____

GARY NEW DULUTH DEVELOPMENT ALLIANCE

_____

By: _____

Its: _____

CITY OF DULUTH

_____

By: _____

Its: _____

EXHIBIT A

DEPICTION OF BLEACHERS

AMENDMENT

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY,** 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as **"DISTRICT"**, for the performance period of September 1, 2024 through July 31, 2026.

W I T N E S S E T H

WHEREAS, the County has established Contract No. 17415 with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282; and

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

WHEREAS, the County wishes to continue mentor services with District, without contracted C&C Coordinator services since District has its own C&C Coordinator, with all other duties remaining the same; and

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

SERVICES TO BE PROVIDED

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

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

COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:

   3.1 15 FTE mentors.

   3.2 The maximum amount to be paid under this Agreement shall not exceed $2,648,566.10.

Duluth Public Schools new grand total contract max $2,648,566.10				
2021		$ -	actuals	
2022		$ 471,725.97	actuals	
2023		$ 635,772.59	actuals	
Jan-Mar		$ 195,674.19	actuals	
Apr-Aug		$ 326,123.65	estimated	
Sept 2024-Aug 2025		$ 629,965.70	projected	county share
Sept 2025- July 2026		$ 389,304.00	projected	county share
		$ 2,648,566.10		

3.3 County shall allocate additional ARPA funds to districts/schools through contract amendments, paying 70% of the cost of Check and Connect in the 2024-25 school year and 40% of the cost of ongoing mentors in the 2025-26 school year. Districts will pay the remaining percentage.

County has outlined, in the table above, the total amount of funds approved to each district/school across the 5 years, less any unspent funds by the district/school (due to a variety of reasons including unfilled positions), the additional amount to be received by the County consistent with the budget submitted for year 4 (2024-25 school year) and year 5 (2025-2026 school year). Please note that the additional amounts received from the County incorporate past years allocated but unspent funds, projected spending for the remaining quarter, and the cost share percentage for the upcoming two years.

In summary:
County share for FY25 $629,965.70
County share for FY26 $389,304.00
New contract maximum FY21-24 $1,629,296.40
New contract maximum FY21-26 $2,648,566.10

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

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDNENT, said AMENDMENT and performance period being effective from September 1, 2024, through July 31, 2026.

DISTRICT

_____
Jill Lofald
School Board Chair

Date:_____

Federal Tax ID #41-6003776

COUNTY OF ST. LOUIS

_____
Keith Nelson
Board Chairperson

Date:_____

_____
Linnea B. Mirsch
Public Health & Human Services Director

Date:_____

_____
Nancy Nilsen
Auditor

Date:_____

Approved as to form and execution:

_____
Benjamin M. Stromberg
Assistant County Attorney

Date:_____

PS /ah

EXHIBIT B
BUDGET

2024-25

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	$83,050	$0.00	$83,050	Paid By District
	Benefits	$48,600	$0.00	$48,600	Paid By District
	Technology	N/A			Extra Grant Supports
	Supplies	$350	$245.00	$105.00	
	Dues				
	Food & Family Engagement	$350	$245.00	$105.00	
	Travel, Professional Development & Milea	$3,000	$2,100	$900	
	University of MN - Technical Assistance	$1,816	$1271,20	$544.80	$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	$885,000	$619,500	$265,500	
	Technology				Extra Grant Support-(24/25)
	Supplies	$3,000	$2,100	$900	
	Training / Professional Development	$1,935	$1,354.50	$580.50	Annual Conference
	Food & Family Engagement	$3,000	$2,100	$900	
	Travel & Mileage	$1,500	$1,050	$450	
	Annual Budget	$1,031,601.00	$629,965.70	$455,507.50	
	01 E 005 740 246 ___ 000				
	CHECK & CONNECT: SLC GRANT -				

2025-26

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	$85,542	$0.00	$85,542	Paid By District
	Benefits	$51,030	$0.00	$51,030	Paid By District
	Technology	N/A	0		Extra Grant Supports
	Supplies	$350	$140.00	$210.00	
	Dues				
	Food & Family Engagement	$350	$140.00	$210.00	
	Travel, Professional Development & Milea	$3,000	$1,200	$1,800	
	University of MN - Technical Assistance	$1,816	726.4	$1,089.60	$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	$955,809	$382,323.60	$573,485.40	
	Technology	$2,500	$1,000	1500	Check & Connect App
	Supplies	$3,000	$1,200	$1,800	
	Training / Professional Development	$1,935	$774.00	$1,161.00	Annual Conference
	Food & Family Engagement	$3,000	$1,200	$1,800	
	Travel & Mileage	$1,500	$600	$900	
	Annual Budget	$1,109,832.00	$389,304.00	$720,528.00	

EXHIBIT C
UNIFORM GUIDANCE

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

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220B

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through July 31, 2026

Amount of Federal Funds Obligated: $2,648,566.10

Total Amount of Federal Funds committed: $2,648,566.10

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

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

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

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

Closeout requirements:

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of July, 2024

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Udac, Inc.

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Udac, Inc. (the "Parties") entered into the contract (the "Contract") dated December 1, 2021, for the purpose of Early Childhood Screening Program.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $31,000.00.
    b. This amendment would increase the not to exceed amount to $45,340.00.
    c. This amendment will result in a cost of $14,340.00 for FY25.

No Other Change

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

Miscellaneous Terms

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

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

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

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

Contractor Signature _____ SSN or EIN _____ Date 07/01/2025

Program Director _____ Date _____

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

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

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

04	E	005	583	354	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO/Superintendent of Schools/Board Chair _____ Date 7-1-24

ISD 709
DULUTH PUBLIC SCHOOLS
AUG 16 2022
APPROVED BY
THE SCHOOL BOARD

LEASE AGREEMENT

TOTAL AMOUNT: $31,000

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as **"TENANT"**, and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as **"LANDLORD"**.

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 (**"Building"**), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES.**

The LANDLORD grants and TENANT accepts the lease of the following described space (**"Leased Premises"**) located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately **2500** square feet in the "BUILDING"

Location:	Size:	Use:
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

2. **TERM.**

The term of this Lease Agreement shall commence on **December 1, 2021** (**"Commencement Date"**), and end on **June 30, 2022**, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

3. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of $1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	**Monthly Payment**	**Total due over Term**
December 1, 2021 – June 30 1, 2024	$1000	
Total		$31,000

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

4. **USE.**

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD's prior written consent for each instance.

5. **TERMINATION.**

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.

b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities

6.2. Janitorial and Trash Removal Service – Maximum of Weekly

6.3 Hazardous Waste Removal and Disposal

6.4 Maintenance

6.5 Repairs

6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

7. DUTIES OF TENANT.

7.1. The TENANT agrees to:

7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
7.1.2. Observe energy conservation practices to prevent waste of utilities.
7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
7.1.4. Secure and protect leased premises areas.
7.1.5. Seek approval to install or place signage in areas outside of the leased premises. *Subject to approval by LANDLORD.
7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

8. **ALTERATION OF LEASED PREMISES.**

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD..

9. **ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. **LANDLORD ACCESS.**

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.** TENENT will provide a current Certificate of Liability Insurance to LANDLORD.

12. **LIABILITY.**

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. **PERSONAL PROPERTY RISK.**

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

14. **DAMAGE BY FIRE OR OTHER CASUALTY.**

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

15. **HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18. **BUILDING AND LEASED PREMISES ACCESS AND HOURS.**

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

19. **NOTICES.**

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

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

By: Catherine Erickson
Catherine Erickson

Its: Chief Financial Officer
Chief Financial Officer

Date: July 28, 2022

LANDLORD: Udac, Inc.

By: Karen D. Herman
Karen Herman

Its: Executive Director
Executive Director

Date: July 28, 2022

Invoice

Date	Invoice #
7/28/2022	ISD -rent-202

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

Hours	Description	Date	Rate	Amount
7	Rental Space	12/1/2021-6/30/2022	$1,000.00	$7,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $7,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

Invoice

Date	Invoice #
7/28/2022	ISD -rent-201

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

reoccuring monthly rental payment
July 1, 2022 - June 30, 2023
Due by the 10th of each month

Hours	Description	Date	Rate	Amount
1	Rental Space	7/1/2022-6/30/2023	$1,000.00	$1,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $1,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

2025-26 Budget Reduction and Reallocation Timeline

*All dates and corresponding activities are subject to change as FY26 budget process evolves.

June 2024

Date	Event
June 10, 2024	Share Draft Process with Duluth Leadership Team and Solicit Input
June 13, 2024	COW - Share Process with Board and Solicit Input
June 2024	Revise Process based on Admin and Board Input
June 2024	Draft Parameters, Identify Reduction Targets, Design Stakeholder Input Structures

July 2024

Date	Event
July 2024	Initial planning and framework setting with senior leadership (internal)
July 9, 2024	HR/Business Services
July 23, 2024	Regular School Board

August 2024

Date	Event
August 2024	Continue initial planning and framework setting with senior leadership (internal)
August 2024	Regular board small group meetings for budget reductions and reallocations
August 15, 2024	COW
August 12, 2024	HR/Business Services
August 20, 2024	Regular School Board
August 2024	Board Budget Work Session

September 2024

Date	Event
September 2024	Principals and department leadership meetings (internal)
September 2024	Stakeholder Voice - Group discussions for budget reductions
September 5, 2024	COW
September 10, 2024	HR/Business Services
September 17, 2024	Regular School Board
September 2024	Principals and department leadership meetings (internal)

October 2024

Date	Event
October 2024	Stakeholder Voice - Group discussions for budget reductions
October 2024	Potential public engagement session
October 1, 2024	COW

October 8, 2024	HR/Business Services
October 15, 2024	Regular School Board
October 2024	Initial program review and comment decisions for budget reductions

November 2024

Date	Event
November 2024	Stakeholder Voice - Group discussions for budget reductions
November 2024	Superintendent Virtual Forum
Early November 2024	Board Budget Work Session
November 19, 2024	COW - Design Team Recommendation Shared
November 12, 2024	HR/Business Services
November 26, 2024	Regular School Board - Board Votes on Budget Reductions and Reallocations - *Tentative*

December 2024

Date	Event
December 2024	Truth and Taxation Hearing and Audit Presentation
December 3, 2024	COW
December 10, 2024	HR/Business Services
December 17, 2024	Regular School Board

January 2025

Date	Event

January 14, 2025	COW
January 21, 2025	HR/Business Services
January 28, 2025	Regular School Board
January 2025	Meet and inform staff of budget reductions and reallocations

February 2025

Date	Event
February 4, 2025	COW
February 11, 2025	HR/Business Services
February 25, 2025	Regular School Board
February 2025	Meet and inform staff of budget reductions and reallocations

March 2025

Date	Event
March 4, 2025	COW
March 11, 2025	HR/Business Services
March 18, 2025	Regular School Board
March 2025	Fy 26 budget projections

April 2025

Date	Event
April 8, 2025	COW - First reading of the budget for FY 26
April 15, 2025	HR/Business Services
April 22, 2025	Regular School Board

May 2025

Date	Event
May 6, 2025	COW
May 13, 2025	HR/Business Services
May 20, 2025	Regular School Board
May 2025	Small group budget meetings

June 2025

Date	Event
June 12, 2025	COW - Final reading for FY 26 budget
June 10, 2025	HR/Business Services
June 17, 2025	Regular School Board Adopt Fy 26 budget

GUIDING CHANGE

Focus Statement: *Achieving necessary budget adjustments while aligning resources to the district priorities and positioning us to make effective decisions now and into the future.*

Reality "The Why"

- Enrollment trend stable
- Elimination of federal pandemic relief funds by June 30th
- Employee contract settlements
- Inflation costs
- New unfunded legislative mandates requiring resources
- Prior budget adjustments for FY24 utilizing fund balance and restricted fund balances
- Estimated $6.9M shortfall for FY25 to be covered by assigned fund balance and a minimum of $2.6M in overloads, summer extension, overtime, travel, floating subs and attrition
- FY25 Priority areas supporting every student, advancing equity and improving systems including new MS and HS new schedule and model, early literacy work
- Maintained counselors, behavioral support specialists.
- Added Special services programming for Setting III and IV and other related service personnel
- Mitigating some financial impacts through Long-Term Facilities and Maintenance fund balance
- No remaining unassigned fund balance
- Current projected deficit for FY26 $7.5M
- Other impacts:
    - FY26 deficit will be reduced to $4.9M if goal of $2.6M in FY25 reductions is met and maintained

Unacceptable Means "The Not How"

- Violate laws, regulations & contracts
- Going into Statutory Operating Debt
- Expend below the 8% fund balance policy
- Violate board policy
- Violate November 2023 referendum commitments
    - Maintain most social emotional and mental health supports
    - Implement new HS schedule
- Not follow through with other district stated commitments, i.e. middle school model
- Make quick decisions without conversations

Results "The What

- Balanced budget for 2024-25
- Prioritize and protect classrooms as much as possible
- Alignment of funding and operations to district priorities
    - Continue to support student needs throughout the district
    - Continue to advance equity work throughout the district (e.g. (Allocate resources to learners who need them most.)
    - Continue to improve systems throughout the district
- Develop and forecast balanced budgets
- Examine all legacy practices with a lens of fiscal accountability

Guiding Change

For School Year 2025-2026

DPS Deficit

The $7 million-dollar budget gap is due to rising costs of operations, and the end of federal COVID-19 funding.

Student-centered

Students are central to our decision making, while also considering legalities, strategic plan priorities and making reductions over eliminations where possible.

Future Considerations

In order to close the budget gap, we are proposing to use at least $10 million dollars in strategic assigned fund balance transfers over the next two fiscal years. The fund balance is like a savings account, once it is used it's gone.

School Allocations

Funds built into school budgets with the advice of instructional leadership teams.

Many of these allocations are represented in predictable staffing such as budget/staffing meetings three times per year.

Those included in the meetings include:

- Finance
- Human Resources
- Principals/Assistant principals
- Special Education Directors
- Teaching, Learning & Equity Directors

Department Allocations

Funds for central office functions as well as several school-based activities and positions.

Department allocations that fund direct school activities:

- Utility Engineers
- Curriculum and materials
- Food Service
- Transportation
- Instructional paraprofessionals
- Athletics
- Technology

Department allocations also fund the following central office services:

- Academic content experts
- Human Resources
- Utilities, Insurance
- Superintendent and District Leadership
- Equity, Engagement, School Support Programming Staff, Legal Services

Budget Timeline

- **April 2024**
  - Individual board member meetings occurred to review the 5-year analytics and the FY25 preliminary budget
- **April 25, 2024**
  - Board work session at Denfeld High School
- **May 7, 2024**
  - Committee of the Whole – First reading
- **June 11, 2024**
  - Human Resources/Business Services Committee
- **June 13, 2024**
  - Committee of the Whole – Second reading (include categorial aid breakdown and final basic formula aid)
- **June 18, 2024**
  - Regular Board Meeting – Adoption of FY25 budget
- **July 2024**

  Solidify timeline dates to address FY26 budget reductions

First Reading of Proposed FY25 Budget May 7, 2024

Duluth Public Schools

Expenditure Contracts Signed
June 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.)

Name	**Amount***	**Contract Source****	**Description**
Oneida Reality Co.	$4,140.00*	Facilities (DU)	Cleaning services for FY25 at Arvig Building leased space
ProTeam Foodservice Advisors	$15,044.00*	Child Nutrition (DU)	Menu software subscription and support services for USDA meal programs renewal
Nextera Communications	$20,803.68	Technology (DU)	Telecommunications service specializing in providing phone, data and high-speed Internet solutions to Duluth Public Schools
Finalsite	$1,797.00*	Communications Office (DU)	Additional services for District website
Fond du Lac Tribal & Community College	$3,000.00 per course per teacher	TLE (DU)	2025-2026 CITS agreement
University of Minnesota	$29,000.00*	TLE (DU)	Two 3-hour intro teacher training sessions 8/27/24. Two 3-hour virtual follow-up training sessions and up to 3 hours of implementation support for school/district leadership teams
Kuder	$14,000.00*	TLE (DU)	Online college & career readiness platform
Essentia Health	$5,000.00	Athletics (DR)	Sports medicine service agreement (5 years)
Melody Diver	$250.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. program

Valerie Dodge	$2,900.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Anthony Mazzini	$420.00*	Am. Indian Edu. (DR)	Facilitate traditional Native American Lacrosse games for youth and community members of ISD 709
Jeremy Wilson	$6,000.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Alex Kmett	$1,200.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Ricky DeFoe	$1,200.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Molly Hunter	$1,200.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Frank Goodwin	$1,500.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Jamie Petite Jr.	$1,200.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Thomas Cain	$3,000.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Jakob Wilson	$3,000.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Ian Proulx	$3,000.00*	Am. Indian Edu. (DR)	Academic services for Am. Indian Edu. Program
Valerie Dodge	$2,900.00*	Am. Indian Edu. (DR)	Summer programming services
Leslie Bucar	$100.00*	Early Childhood/Head Start (DR)	Coordinate and implement geocaching instructions to pre-k families at Nature Night event
Leanna Hudson	$25,000.00*	Families in Transition (DR)	Determine needs of families and students, meet with families in secondary schools, shelters, safe locations and identify barriers to attending school

CLEANING AGREEMENT
2024

This agreement made the 14th day of June, 2024 by and between Oneida Realty Co., a Minnesota Corporation, hereinafter referred to as "Contractor" and ISD 709 , hereinafter referred to as "Owner".

In consideration of the covenants herein contained and other good valuable consideration, Owner and Contractor agree as follows:

1. Owner hereby employs Contractor and Contractor hereby accepts employment to provide cleaning services to the property known as the ISD 709 Duluth, Minnesota upon the terms hereinafter set forth for the period of one year beginning on the 1st day of July 2024 and ending on the 30st day of June. 2025, and thereafter for one-year periods. Either party shall have the ability to terminate this cleaning agreement by giving the other party thirty (30) days written notice. Contractor at its expense shall furnish all cleaning equipment and cleaning solutions necessary to fulfill cleaning services as hereafter outlined. All other consumable supplies such as toilet tissue, paper towel, hand soap and trash liners are to be paid for by the Arvig Building Owner.

2. The Contractor shall provide the following cleaning services as set forth in Exhibit A. All services shall be performed by Contractor in a professional, timely and work like manner.

3. Contractor shall purchase and maintain such comprehensive, general liability and other insurance as will provide protection from claims which may arise out of or result from Contractor's performance or nonperformance of Contractor's obligations under this Agreement, including:

   a. Claims under Workers' Compensation or similar employee benefit acts.

   b. Claims for bodily injury, occupational sickness or disease, or death of Contractor's employees, with limits of not less than $500,000 per occurrence.

   c. Claim for damages because of bodily injury, sickness or disease, or death of any person other than an employee of Contractor, with limits of not less than $1,000,000 per occurrence.

   d. Claims for damages for injury to or the destruction of tangible personal property, including loss of use thereof, with limits of not less than $500,000 per occurrence.

4. As compensation for services herein contained, Contractor shall receive a monthly fee of $345.00 for cleaning services at the facility. The fee shall commence July 1, 2024 and shall be paid on the 1st day of each and every month thereafter.

CLEANING AGREEMENT
2024

OWNER:

ISD 709
Suite 300 Arvig Building
Duluth, MN 55802

CONTRACTOR:

Oneida Realty Co.
1605 Alworth Building
306 West Superior Street
Duluth, MN 55802

This agreement shall be binding upon the successors and assigns of the Owner, and the successor and assigns of the Contractor; provided that any assignment of this Agreement by Contractor shall be absolutely void unless the consent of Owner in writing to such assignment shall be first obtained, and the Owner's consent to one assignment shall not be waiver of this provision with respect to any subsequent assignment by Contractors or its assignee.

ISD 709
SUITE 300
OWNER:

By: Erinne Zunich

Its: Exec. Dir. Business Services

ONEIDA REALTY CO.
CONTRACTOR:

By: Jamie E. Glitsos

Its: Operation Director/Cleaning

PRO·TEAM
FOODSERVICE ADVISORS

www.proteamadvisors.com

March 11, 2024

For: Sheila Oak
Dietetic Technician Registered
Supervisor of Child Nutrition Program
Duluth Public Schools/ISD 709
215 North 1st Avenue East
Duluth, MN 55802
218.336.8700 x 1017
Sheila.oak@isd709.org
www.isd709.org

Name: School Menu Solutions: Menu Software Subscription and Support Services for USDA Meal Programs Renewal

In our ongoing commitment to your school district, ProTeam Foodservice Advisors (ProTeam) is pleased to offer a **School Menu Solutions** software subscription and support services renewal for the 2024-25 school year.

We have customized the program to the needs of your district, modified the fee structure slightly and will continue to provide all the same services and access to the software with many new upgrades.

Below is an explanation of changes/additions to your software and service over the past year and a summary of charges for the upcoming school year.

SCHOOL YEAR 24-25 FEES FOR SOFTWARE AND MENU SUPPORT SERVICES

Description	Costs
Software Subscription (Production Records and Interactive Menu Website)	$6,829.00
Professional Set-up & Support Services - Initial Proposal: 21 menus totaling 41 cycle weeks - SY 2024-25: 25 menus totaling 38 cycles weeks **Each additional cycle week is charged at $150/cycle week*	$8,215.00
Total Cost of Software and Services	$15,044.00

PRO·TEAM
FOODSERVICE ADVISORS

Menu Details SY24-25

Menu	Menu Type	Weeks in Cycle
Breakfast (Schools 1 - 9) (K-5)	SBP	1
Breakfast (Schools 10-11) (6-8)	SBP	1
Breakfast (Schools 12 -13) (9-12)	SBP	1
Elem Lunch (K-5)	NSLP	4
MS Lunch (6-8)	NSLP	4
MS Bun Line (6-8)	NSLP	1
MS Boxed Salad (6-8)	NSLP	1
MS Pizza (6-8)	NSLP	1
MS Sub Line (6-8)	NSLP	1
HS Lunch (9-12)	NSLP	4
HS Bun Line (9-12)	NSLP	1
HS Boxed Salad (9-12)	NSLP	1
HS Pizza (9-12)	NSLP	1
HS Sub line (9-12)	NSLP	1
K-8 Breakfast Rockridge Academy	SBP	1
ALC Breakfast (9-12)	SBP	1
ALC Lunch (9-12)	NSLP	4
Fruit and Vegetable Bar	-	1
After School Snack	CACFP	2
Supper (9-12)	CACFP	1
Summer Hot Breakfast	SFSP	1
Summer Hot Lunch	SFSP	2
Summer Cold Lunch	SFSP	1
Summer Cold Breakfast	SFSP	1
	TOTAL	**38**

ProTeam is a partner with Cool School Café and offers the opportunity to use district points to offset some or all of the fees quoted above. Check out their website www.coolschoolcafe.com.

Menu software subscription and support services are billed annually and renewal rates will be provided within 45 calendar days of required renewal and/or before the start of the new school year. Should the district choose to terminate this contract, the district must provide written notice to ProTeam Foodservice Advisors within 10 calendar days of the renewal contract date.

Renewal fee for subsequent years depends on:

- Cost of software upgrades
- Addition of ingredients, recipes, and/or menus
- Menu changes for new and/or reformulated products, ingredients and recipes

FUTURE FEES FOR SOFTWARE AND MENU SUPPORT SERVICES

ProTeam Build Out and Support for Services Above and Beyond Current Contract	
Build Recipes - 50 count package	$995
Build One Week of Cycle Menu	$150
Menu Changes (1 day opened = 1 change) - Package of 50 days changes	$495
Success Support Administrative Review Prep (as needed fee)	$925
Mobile App	$0.25 per student

Should the district choose to terminate this contract, the district is responsible for retrieving data necessary for its records. Once termination occurs, the district will no longer have access to data electronically in the Health-e Pro software system. Furthermore, if the district decides to sever ties between its district account and the ProTeam Foodservice Advisors account, the district acknowledges that the data created by ProTeam Foodservice Advisors is the intellectual property of ProTeam Foodservice Advisors. If the district wants access to this data upon separation, a fee will be incurred by the district to gain access to this data. Additionally, the data will not be subject to updates or specification changes that may occur after separation. The district will be responsible for such updates and changes.

Fees are based on the requirements for staff time and direct expenses. Any travel time for meetings, work sessions, training and observation site visits are separate from the fixed

fees. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual costs when authorized prior to travel.

Payments may be made via check or credit card. A 3% processing fee will be charged for credit card transactions. Districts may also use ACH payment processing by contacting ProTeam to coordinate the transaction.

Additional services beyond the above scope shall be at $150.00/hour for menu consultant time and when authorized in writing.

PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE

The Consultant shall provide the following insurance coverages:

Employers' Liability	$100,000.00 per occurrence / $300,000.00 policy limit
General Liability	$2,000,000.00 per occurrence / $4,000,000.00 aggregate
Professional Liability	$1,000,000.00 per occurrence
Auto Liability	$1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall furnish the Client with a Certificate of Insurance evidencing the insurance levels listed above.

SUCCESSORS AND ASSIGNS

ProTeam Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. ProTeam Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

STATEMENT OF INDEPENDENCE

ProTeam Foodservice Advisors, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies, software or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.

PRO·TEAM
FOODSERVICE ADVISORS

ProTeam Foodservice Advisors, LLC ("Company")

Submitted By: Brittany Herman ___03/11/24_____
Date

Name: Brittany Herman, MSA, RD, LD
Title: Senior Consultant
brittany@proteamadvisors.com
1-844-662-3767, Ext 116

Duluth Public Schools / ISD #709

Approved By: _____ 6/11/24
Date

Name: Simone Zurich
Title: Exec. Dir. Business Services

PRI & ANCILLARY SERVICES AGREEMENT

Prepared By: Scott Berg
Direct Number: 218-623-6500
Fax: 218-623-6501

Exclusively For: Independent School District No. 709
Accounts Payable 709 Portia Johnson Drive
Duluth, MN 55811

Date: June 14, 2024

		Qty			Total Monthly	Total Install Charges
PRI Circuits		6			$1,020.00	
- Each to include 23 Voice Channels and						
1 Data ("D") Channel						
DID Numbers		1398			$69.90	
20,000 Outbound Long Distance Minutes					Included	
(contiguous US & Canada)						
Directory Listings:						
- Main Listing		1			N/C	
- Additional Listings		59			$354.00	
Surcharges:						
- MN 911/TAP/TAM		138			$142.14	
- Facility Access Charge		6			$147.60	
Budget Code: 01E 018 108 000 320 000						
Contracted Rate for PRI & Ancillary Services					**$1,443.90**	
Rate Including Surcharges					**$1,733.64**	

Toll Services	Monthly Unit Cost	Number of Minutes	Monthly Total Cost
Additional Minutes LD (beyond 20,000 per mo)	$.035/min		
Note that Universal Service Fund is a % of interstate and international toll. Current rate at 18.8%. Subject to change quarterly.			
Totals for Long Distance Service			

** Pricing Based on 1 Year Term **	
Estimated Total Monthly Charge for Services (No Equipment):	**$1,733.64**

This Agreement and the most recent Master Service Agreement, together with any attachments hereto, and Nextera's policies and procedures located at www.nextera.net, incorporated by reference herein, constitute a binding commitment between Nextera and Customer. Customer acknowledges that Customer has received, read and understands this Agreement and the Master Service Agreement, and agrees to all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 14 of the Nextera Master Service Agreement.

Customer agrees that voice services are non-nomadic for 911 purposes. It is expected that Customer shall provide one fixed service address for each telephone number and that each telephone number will only ANI from that location. Nextera assumes no responsibility for emergency service deployment to an erroneous address if such address was as identified by Customer.

Pricing is not inclusive of taxes, inside/premium wiring services, or mandatory surcharges (such as USF) and that the long distance rates are not inclusive of HI, AL, extended area, and international. This Agreement is confidential, not for distribution, and is valid for 15 days from Agreement date.

Customer Acceptance:

Simone Zunich	Simone Zunich	6/17/24
Authorized Signature	Print Name	Date

Nextera Acceptance:

Authorized Signature	Print Name	Date

Master Service Agreement

For: Independent School District No. 709

1. **EFFECTIVE DATE, SERVICES, AND SERVICES TERM.** This Master Service Agreement, along with the service agreement, order forms and all attachments, comprise the entire agreement between the parties ("Agreement") for the communication services described herein and supersede any and all other agreements between the parties related hereto. Description of most services also available at www.nextera.net, incorporated herein by reference. This Agreement is fully binding and enforceable as of the date of executed service agreement ("Effective Date"). NEXTERA agrees to provide to Customer and Customer agrees to procure from NEXTERA, communication services as described herein, at the locations set forth, ("Services") for the number of months set forth ('Services Term"). Customer authorizes NEXTERA to be their primary provider of communications Services as described herein and handle all negotiations for Services and issuance of orders to coordinate these Services. NEXTERA reserves the right, in its sole reasonable discretion, to reject any order for Services. The Services are not for resale. The Services Term commences upon installation of the Services by NEXTERA ("Installation Date"). NEXTERA will use reasonable efforts to install the Services on the date agreed upon by the parties. NEXTERA does not guarantee that Services will be installed and provisioned on Customer's desired due date. Subject to the early termination provisions set forth herein, at the end of the Services Term, this Agreement will automatically be extended for additional term(s) of one (1) year in length ("Renewal Services Term") and all terms and conditions shall apply to additional term lengths as stated in this Agreement unless NEXTERA receives Customer's written notice to terminate this Agreement not less than 30 days prior to the then existing Services Term or Renewal Services Term.

2. **RATES AND CHARGES.** Rates and charges are described in this Agreement and commence upon the Installation Date. Any monthly recurring charges ("MRC") will be billed in advance each month. Any non-recurring charges ("NRC") will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, such charges will be billed on the next invoice thereafter. NEXTERA may assess additional fees in connection with the Services based on cost increases that NEXTERA may incur. NEXTERA maintains the right to bill for charges imposed on NEXTERA from a third party directly to a specific service order or activity. These could include, but are not limited to: technician time, charges to supplement an order, other related charges due to the Customer and or Customer's vendor not being ready at the scheduled time, cancellation of the service order, or an overuse of traffic surcharge due to traffic thresholds being exceeded, or a traffic imbalance. NEXTERA may adjust the rates, charges and fees for the Services pursuant to applicable tariffs or price lists filed with the appropriate regulatory agencies, upon renewal or upon notice. Payments are due on the Payment Due Date set forth on the NEXTERA invoice. Customer must provide payment in full on Payment Due Date and then send NEXTERA written notice of any and all billing disputes within 90 days of the Invoice Date, specifically detailing the dispute and providing supporting documentation for the amount in dispute. NEXTERA will investigate all disputes and if appropriate, credit Customer's account or notify Customer of denial of the dispute. NEXTERA may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on all balances not paid when due. Late fees may be assessed, as of the original Due Date, against any disputed amount denied by NEXTERA. NEXTERA has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Customer hereby authorizes NEXTERA to conduct a credit search and agrees to provide NEXTERA with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. This Agreement is subject to credit approval. Without waiving any right of termination or any other rights hereunder, NEXTERA may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. When Customer establishes acceptable credit history or upon termination of this Agreement, NEXTERA will return the balance of the deposit, if any, to Customer along with interest as required by law.

3. **TAXES AND SURCHARGES.** Customer is responsible for payment of any and all federal, state and local taxes, charges and surcharges imposed on or allowed by regulatory agencies or based upon the provision, sale or use of Nextera's Services (excluding NEXTERA's income taxes). NEXTERA will collect all such taxes, charges, and surcharges unless Customer provides NEXTERA with proof of exemption. Customer will indemnify NEXTERA for any and all costs, claims, taxes, charges, and surcharges levied against NEXTERA relative to such exempt status.

4. **SERVICE CHANGES. MOVES:** Customer may move the physical location of all or part of Services to another location within NEXTERA's serving area provided the following conditions for the move ("New Services") are met: 1) Customer agrees to pay any special construction charges and 3rd party charges imposed on Nextera as a result of discontinuance of service at original location; 2) the New Services provided to the Customer are by NEXTERA; 3) Customer advises NEXTERA that the requested New Services replace existing Services; 4) Customer's request for the disconnection of existing Services and the installation of New Services are received by NEXTERA at the same time; 5) Customer requests NEXTERA to install the New Services on or prior to the disconnection date for the existing Services; and 6) Customer agrees to sign appopriate Agreements and to pay the then current recurring and non-recurring charges related to the new service. **ADDITIONS TO SERVICES:** Customer may request additions to Services and NEXTERA will supply such additions to Customer, subject to the following conditions: 1) NEXTERA commercially offers such additions and necessary facilities are technically and practicably available; 2) the charges for additional Services will be at the same rate as identified within the Service Agreement or, if additional Services are not contained within the Service Agreement, at the then current charges in effect for Services at the time of such additions, and which correspond to the terms of this Agreement. NEXTERA and Customer agree to execute written amendments to this Agreement for any Service Changes.

5. **OUT-OF-SERVICE.** If NEXTERA causes a service interruption, an out-of-service credit will be calculated under the state local exchange tariff. If there is no applicable tariff and the interruption lasts for more than twenty-four (24) consecutive hours after NEXTERA received notice of it, NEXTERA will give Customer credit calculated by: 1) dividing the monthly rate for the affected service by thirty (30) days; and then b) multiplying that daily rate times the number of days, or major fraction that the service was interrupted.

6. **TARIFF APPLICATION.** Customer acknowledges that the Services may be subject, in whole or in part, to one or more provisions of state or federal tariffs or price lists, which may be filed by NEXTERA. In the event of any conflict between any provision of this Agreement and any provision of the tariff or price list, the provision of such tariff or price list will control. This Agreement and the Services will be subject to modifications required or authorized by any regulatory agency in the exercise of its lawful jurisdiction.

7. **COMPLIANCE WITH LAW**. This Agreement is subject to all applicable federal, state, and local laws, regulations, rulings, orders and other actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. NEXTERA will use good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires NEXTERA to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon 30 days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable Rules, specifically including, but not limited to, the Rules governing 911/E-911 and any other emergency services, as discussed below, Customer's use of the Services provided herein and any equipment associated therewith will not: (a) interfere with or impair service over NEXTERA's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to NEXTERA's assets or Customers; (d) be used to frighten, abuse, torment or harass, or create hazards to NEXTERA or its network; or (e) violate the provisions of any of NEXTERA's policies and procedures, some of which are found at www.nextera.net, including NEXTERA's 911/E-911 Policy. NEXTERA may immediately suspend or terminate, without liability, the Services for any violation of these provisions. Nextera reserves the right to revise the terms and provisions of all of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

Subject to NEXTERA's 911/E-911 policy and unless otherwise specifically agreed, (a) NEXTERA will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) NEXTERA will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911 /E-911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases, updates to transfer the ALI to the appropriate PSAPs. Nextera is not responsible for and will not make any chaabove. Customer will indemnify and hold harmless NEXTERA, its officers, directors, affiliated companies, employees, agents and subcontractors from all liabilities, claims, or damages arising out of personal injury or death or damage to property related to Customer's failure to meet 911/E911 requirements.

8. **SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES.** Services will meet industry standards. NEXTERA will maintain its facilities and equipment used to provide the Services as set forth in its policies and procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse NEXTERA for the cost of the required maintenance at NEXTERA's standard time and material rate. NEXTERA reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades or emergencies repairs to NEXTERA' s network without notice to Customer. Customer will grant NEXTERA or cooperate with NEXTERA in obtaining access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder.

Unless otherwise agreed, Customer will provide equipment compatible with the Services and NEXTERA's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of NEXTERA's network or facilities. Customer is responsible for the interface and operation of its facilities and/or equipment in accordance with this Agreement, all Rules and all of NEXTERA's policies and procedures. NEXTERA reserves the right to revise the terms and provisions of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

In the event NEXTERA provides any Nextera equipment to Customer for Customer's use during the term of the Agreement, such equipment will remain the sole and exclusive property of NEXTERA, and nothing contained herein will transfer to Customer any right, title or interest whatsoever in such equipment. NEXTERA will properly identify or label the equipment. Upon termination of the Service, Customer grants NEXTERA the right to recover NEXTERA provided equipment from Customer's premises upon the termination of this agreement. In the event Customer fails to return the equipment, NEXTERA may invoice Customer for the then fair market value of such equipment.

NEXTERA will provide Services to Customer using NEXTERA owned and managed facilities in conjunction with facilities of NEXTERA's network partners. NEXTERA reserves the right to substitute, change or rearrange any equipment used in delivering Services that does not affect the quality, cost or type of Services. NEXTERA will manage its network in NEXTERA's sole discretion. Customer will provide all reasonable information and authorizations required by NEXTERA for the purpose of installing Services, performing routine network grooming, maintenance, upgrades, and addressing emergencies. Required information and authorizations include but are not limited to Design Layout Records of any non-NEXTERA end loops connected to the Services and Letters of Agency allowing NEXTERA to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

NEXTERA's Wireless and WiMax Customer standard installation includes antenna and radios, non-penetrating antenna mount, up to 250 feet of standard cable weather-sealed and run from the antenna to the Customer Demarcation, service turn-up and testing. A typical installation is 3 hours in length and in the unlikely event of additional installation costs above the 3 hours the Customer will be billed at the current technician rates. NEXTERA owns all equipment that it supplies to the Customer. If service is discontinued for any reason, NEXTERA has the right to remove any or all of its equpment in a workmanlike manner upon 10 days advance notice. Customer Demarcation is defined as the location where Customer plugs into the NEXTERA equipment and is generally located in the Customer equipment room. The Customer agrees to allow personnel of NEXTERA and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the NEXTERA equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord.

9. **SERVICE SUSPENSION/MAINTENANCE.** NEXTERA may from time to time suspend service for routine maintenance or rearrangement of facilities or equipment. NEXTERA will give Customer advance notification of the service suspension. Such service suspension is not considered an out-of-service condition provided service is restored by the end of the period specified in the notification.

10. **DISCLAIMER/LIMITED WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEXTERA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEXTERA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS.

11. **LIMITED LIABILITY.** NEXTERA'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO NEXTERA DURING THE TERM OF THIS AGREEMENT. IN NO EVENT WILL NEXTERA BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE FORSEEABILITY THEREOF.

12. **INDEMNIFICATION.** Customer will indemnify, hold harmless, and defend NEXTERA, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Customer's use, resale or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death which is directly caused by NEXTERA due to NEXTERA's gross negligence.

13. **CONFIDENTIALITY.** The parties may have access to certain information, the ownership and confidential status of which is highly important to the other party and is treated or designated by one of the parties as confidential (herein referred to as "Confidential Information"). Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other party, and neither party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by the Rules, Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

14. **DEFAULT/TERMINATION**. If either party violates any provision of this Agreement or if either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or files a petition seeking relief under any chapter of the Bankruptcy Act, or if an involuntary petition under the Bankruptcy Act is filed with respect to such party, the non-defaulting party may send the defaulting party written notice detailing the default. The defaulting party will have: (a) 10 days from the date of the written notice to cure a payment default, or (b) 30 days from the date of the written notice to cure a non-payment default. If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies. This Agreement also may be terminated by either party in accordance with the provisions of the then current tariff or price list. If Customer terminates this Agreement or all or any part of the Services at any time after the Effective Date, NEXTERA may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the entire Services Term or Services Term then remaining, plus any unpaid activation, installation and/or special construction charges and all other fees or costs, whether previously waived or not, less amounts already paid. Customer will not be liable for the early termination fees set forth above if NEXTERA breaches the Agreement or if 1) Customer agrees to pay any special construction charges and 3rd party charges imposed on Nextera as a result of discontinuance of service; 2) Customer orders from NEXTERA services of equal or greater MRC than the Services terminated; 3) Customer signs a Service Agreement for any other NEXTERA provided New Service(s); 4) both the current Service and the New Service(s) are provided solely by NEXTERA; 5) the order to discontinue Service and the order to establish new Service(s) are received by NEXTERA at the same time; and 6) the New Service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by NEXTERA. Customer acknowledges that NEXTERA's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty. All such amounts will become immediately due and payable by Customer to NEXTERA.

15. **FORCE MAJEURE.** In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.

16. **GENERAL.** Any amendment must be in writing and signed by the parties hereto. Facsimile copies of this Agreement and any amendments or modification hereto, including facsimile signatures, will be accepted by the parties as originals. The failure of either party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s)), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, certified mail or by facsimile transmission with receipt verification. Notices will be sent to the addresses listed on the front this Agreement and in the case of a notice to NEXTERA, a copy to the Legal Department, 13850 Bluestem Ct, Ste 150, Baxter MN, Fax No. 218-818-6401. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonement of any continuing or subsequent breach of the some provision. Customer may not assign its obligations hereunder without the prior written consent of NEXTERA, which will not be unreasonably withheld, This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of 6, 7, 10, 11, 12, 13, and 14 will survive termination.

* * *

The undersigned has read the 3 pages of this Master Service Agreemnent and by his/her signature acknowledges receipt of a copy of this Master Service Agreement and agrees to the terms and conditions contained herein.

Customer Acceptance:

Authorized Signature	Print Name	Date
Simone Zunich	Simone Zunich	6/17/24

FINALSITE

Customer: Duluth Independent School District 709
Created By: Nicole Montgomery
Addendum
6/11/2024
Proposal Valid for 30 days

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

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

A. Products and Services Pricing Summary

***** Indicates products added***

[X] *Indicates products removed*

CMS Platform

Setup and Creative and Professional Services	
*** Software Setup** View a detailed description of what is included in your software package here https://www.finalsite.com/ssu	

Add-Ons	
*** Advanced Search**	

01-E-012-107-000-405-107

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

Application Services Subscriptions Costs:
Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (**USD**)
$1,000

Schedule	**Addendum Amount**
Period 1 - Jul 01 2024	$ 1,797

B. Additional Terms

1. **Initial Term: This addendum will take effect on the date this document is signed by both parties and remain in effect for the term stated in the agreement.**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of () years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Effective Date: Upon execution of this Order.**
4. **Finalsite standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.**
5. **All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.**
6. **In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.**

C. Payment Terms

1. **All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars ($) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.**
2. **Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.**
3. **Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.**

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

On Behalf Of: Duluth Independent School District 709	Active Internet Technologies ('Finalsite')
Signature: John Magas	Signature:
Name (printed): Superintendent	Name (printed): Jim Calabrese
Title (printed): 6/13/24	Title (printed): CFO
Date	Date: 6/17/2024

D. Customer Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact	AP Vendor
Title	
Address	~~4316 Rice Lake Road~~ 709 Portia Johnson Dr.
City, State Zip	Duluth, MN 55811-~~8950~~
Phone	AP.Vendor@isd709.org
Email	218-336-8701

Project Contact	Adelle Wellens
Title	Communications Officer
Phone	218-336-8735
Email	adelle.wellens@isd709.org

***Executive Sponsor (Superintendent, Head of School, CFO, etc.)**	Simone Zunich
Title	Executive Director of Business Services
Email	simone.zunich@isd709.org

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School, East High School, and AEO) 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14th St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC).

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

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

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

NOW, THEREFORE, it is agreed:

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

Fond du Lac Tribal and Community College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

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

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5:
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.FDLTCC.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class roster and enter the grades into the online grading system in a timely fashion.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

3. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 1, 2024, with payment by the DISTRICT due 60 days later. ***There is no cost to the student.***

   b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2023, with payment by DISTRICT due 60 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***September 1, 2024*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2025,*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it to the extent applicable. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA. This section shall not be construed as an indemnification of MINNESOTA STATE by the DISTRICT.

9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT will respond appropriately as permitted or required by law.

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

11. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

13. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

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

APPROVED:

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

APPROVED:

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

By (authorized signature)
Title Exec. Dir. Finance and Business Services
Date June 17, 2024

2. **Fond du Lac Tribal and Community College**

By (authorized signature)
Title President
Date 6-7-24

AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College

3.

By (authorized college/university/system office initiating agreement)
Title Executive Financial Officer
Date 6/7/24

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

ATTACHMENT A

Concurrent Enrollment Program Eligibility

A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer, ACT,** and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed**, the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

Writing: A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

Mathematics: A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or higher. Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)– College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

For Internal Use Only Depts must provide:	
ESAF #	21
Chart/Field Account No.	1026-11242-20109
Customer ID #	5005037

For Internal Use Only OES must provide:	
OES Contract #	OES0000000017204
Analyst	AC

UNIVERSITY OF MINNESOTA

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Duluth Public Schools, Independent School District 709 (the "Company"). This Agreement is entered into by University through its Center for Applied Research and Educational Improvement (CAREI).

The parties agree as follows:

1. Description of Services. University shall perform the following services for Company:

Two 3-hour introductory teacher training sessions scheduled on August 27, 2024 (45 participants per group with one presenter). Two 3-hour virtual follow-up training sessions and up to 3 hours of implementation support for school/district leadership teams to be scheduled before June 30, 2025. Additional Functional Phonics+Morphology curriculum resources purchased prior to training date (see attached proposal). KWC

("Services"). Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

2. Compensation. For the Services performed under Section 1, Company shall pay University twenty-nine thousand and 00/100 Dollars ($29,000.00), plus any sales or use tax if applicable.

2.1 The compensation shall be paid in the following manner (check one of the following):

☒ 100% upon the signing of this Agreement
☐ monthly, based on any work completed in that month.

Invoices shall be payable net 30 days from date of invoice and sent to:

2.2

Anthony Bro 2
01/17/25

FORM: OGC-SC102
Form Date: 11.16.10
Form Revision Date: 06.25.21

420

Duluth Public Schools
Attn: Sally Weidt
709 Portia Johnson Drive
Duluth, MN
55811
Phone No.: 218-336-8700 ext. 2291
Email: sally.weidt@isd709.org

In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

3. **Term.** The term of this Agreement shall commence on **July 1, 2024** ("Effective Date") and shall expire on **June 30, 2025** unless terminated earlier as provided in Section 4.

4. **Termination.** Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

5. **DISCLAIMER OF WARRANTIES.** UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. **LIMITATION OF LIABILITY FOR BREACH OF CONTRACT.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY'S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

7. **Use of University Name or Logo.** Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.

8. Indemnification.

8.1 Except as provided in Section 8.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 In the event of (i) use by Company (or any third party acting on behalf of or under authorization from Company) of the Services or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Company's infringement of a third party's intellectual property rights or Company's violation of any law, rule, or regulation in the provision of any materials to University, then Company shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or grossly negligent acts or omissions of University) arising out of such events. The University shall provide Company with prompt written notice of any such claim and reasonably work with Company in any defense of such claim. Company shall obtain consent from University's Office of General Counsel for any settlement to which the University would be a party.

8.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers' Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than $1,000,000 each claim/$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than $1,000,000 each occurrence/$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

9. Export Controls.

9.1 Company shall not convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to University without the prior written consent of University's Export Controls Officer (J. Patrick Briscoe, bris0022@umn.edu, 612-625-3860). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export-controlled items, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4.

9.2 Company represents that the items being procured (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.

10. General Provisions.

10.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

10.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

10.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

10.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

10.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

10.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this Section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

10.7. Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made

when delivered; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

If to University:	Attn: CAREI 1954 Buford Ave Ste 425 St. Paul, MN 55108 Phone No.: 612-624-0300 E-mail Address: carei@umn.edu
With a copy to:	University of Minnesota Office of the General Counsel Attn: Transactional Law Services Group 360 McNamara Alumni Center 200 Oak Street SE Minneapolis, MN 55455-2006 E-Mail: contracts@mail.ogc.umn.edu
With a copy to:	University of Minnesota Office of External Sales 295 West Bank Office Building 1300 South Second Street Minneapolis, MN 55454 E-Mail: extsales@umn.edu
If to Company:	Duluth Public Schools Attn: Sally Weidt 709 Portia Johnson Drive Duluth, MN 55811 Phone No.: 218-336-8700 E-mail Address: sally.weidt@isd709.org

10.8 Taxes and Similar Fees. In addition to the payment obligation in Section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.

10.9. Breach; Attorneys' Fees. In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University's costs and expenses

(including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

10.10. Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

By: Keith Carlson
Name: Keith Carlson
Title: CEHD Finance Director
Date: 06.24.2024

Duluth Public Schools

By: Simone Zunich
Name: Simone Zunich
Title: CFO
Date: 6/17/24

7/1/24 rev.

UNIVERSITY OF MINNESOTA

Twin Cities Campus

Center for Applied Research and Educational Improvement (CAREI)

College of Education and Human Development

1954 Buford Avenue, Suite 425
St. Paul, MN 55108-1062

Office: 612-624-0300
Fax: 612-625-3086
cehd.umn.edu/CAREI
Email: carei@umn.edu

Date: June 5, 2024

Proposal for Duluth Public Schools ISD 709

Training and Professional Development Proposal

Functional Phonics+Morphology Training and Professional Development (2024-25)	
Introductory Teacher Training (3-5) 2, 3-hour in-person training sessions on August 27, 2024 (one presenter, 45 participants per session) • An in-depth look at all lesson components and assessments. Teachers will observe a model lesson, practice delivering a lesson, and receive feedback. 2, 3-hour virtual follow up training sessions (one presenter, 45 participants per session) • Can be broken up into 1-hour after-school sessions	$12,000
Travel fees for two presenters	$1,000
Implementation Support & Consulting • Scheduled throughout the school year; up to 3 hours • Literacy consulting for district and/or school leadership teams to support implementation and systems such as: school-wide scheduling, professional learning communities, data systems, etc.	$1,000
Total	**$14,000**

Pricing valid through June 30, 2024

Twin Cities Campus

Center for Applied Research and Educational Improvement (CAREI)

College of Education and Human Development

1954 Buford Avenue, Suite 425
St. Paul, MN 55108-1062

Office: 612-624-0300
Fax: 612-625-3086
cehd.umn.edu/CAREI
Email: carei@umn.edu

Curriculum Proposal

Functional Phonics+Morphology Curriculum (2024-25)			
Resource	**Quantity**	**Cost per item**	**Total**
Annual school-year site license to all Functional Phonics+Morphology digital lesson slides, scripts, and downloadable resources Up to 30 users per license; one-year expiring June 30, 2025.	3	$5,000	**$15,000**
		Total	**$15,000**

Pricing valid through June 30, 2024

429

DULUTH PUBLIC SCHOOL DISTRICT & KUDER

STATEMENT OF WORK (SOW)

Account #: 226528

Submitted 07/1/24

Valid for 30 days after submission.

OVERVIEW & SUMMARY

Duluth Public School District has engaged Kuder for a proposal to deliver a virtual college and career readiness system to support students, in grades 6-12, their families, and educators. Kuder will support educators in providing the most research-backed, reliable, and valid assessments in the industry, housed in a technology platform that supports students with configurable individual graduation plans; localized course planning; and in-depth occupation, education and training, and financial aid resources. Kuder will also provide an elementary career awareness system featuring flexible resources and reports for effective implementation.

PROJECT SCOPE & DELIVERABLES

Kuder will provide the following products and services:

1. Online College & Career Readiness Platform – Kuder Navigator® (Navigator)
   - Navigator access for up to 6 sites, and up to 4,400 students, grades 6-12, as well as their parents. Navigator is an education and career planning system for secondary students. Key features include:
     - ✓ Research-based Career Assessments – Students discover their interests, skills, and work values as the foundational step for exploring and selecting college and career options.
     - ✓ Pathways Link – Connects student interests to district specialized programs and/or CTE courses.
     - ✓ Graduation Plan – A configurable framework for meeting requirements and tracking progress
     - ✓ Education Planner – A course planner to build multi-year plans based on local courses and requirements.
     - ✓ College Match – An expanded search tool with personalized college matches, acceptance likelihood, and information on net price for high school students.
     - ✓ Online Test Prep – Complete test preparation courses and tests for ACT, SAT, and more for 9-12th graders.
     - ✓ Parchment Integration – The district can seamlessly request up to 800 transcripts and documents each year.
     - ✓ Common App Integration – High school students can complete college applications and request letters of recommendation and evaluations.
     - ✓ Application Tracking – Track progress and status on college and scholarship applications.
     - ✓ Lifelong, sharable career portfolio.

01 E 005 610 830 406 000

- Admin access for authorized educators to track students' progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.
  - ✓ Direct Your Future™ (DYF): Educators access DYF, a complete middle school and high school classroom curriculum for a career planning course featuring Navigator.

2. Custom Reporting – In addition to the self-generated reports available within the platform, your dedicated partner solutions manager will share additional data and reporting on a quarterly basis.

3. Dedicated Manager – A partner solutions manager will be your main point of contact and work directly and regularly with your stakeholders to set goals, measure progress, and ensure partnership success.

4. System and Process Training – Our training team of certified career advisors will work directly with your stakeholders to ensure understanding of system benefits and features. You will receive:
   - Up to six (6) hours of custom online training delivered through 30-minute to 2-hour sessions.
   - Unlimited access to online training, implementation, and communications resources such as webinars, tutorials, materials, newsletters, best practices, and more.

5. Ongoing Support Team – Access to our team for responsive customer and technical support Monday through Friday from 7:00 am – 5:00 pm Central time via phone, email, and live chat.

6. Custom Development – Kuder's team will complete system configuration for your district.
   - Branding – Development of a landing page for your brand and content using one of our flexible templates. The page serves as a central, personalized access point for all users logging into the system.
   - SSO – Administrative set up to onboard your sites and configure the single sign-on (SSO) and account provisioning functionality through Clever or Classlink.

OUT OF SCOPE

The following items are out of scope of this contract:

- NEW Professional Development Division – Kuder's Institute for Career Advising & Development (ICAD): Offering synchronous and asynchronous Career Advisor Training programs or courses to elevate your knowledge in a specific subject area. Participants can gain digital badges, micro-credentials, and certificates.
- Kuder Galaxy® (Galaxy) - Galaxy is a powerful, yet playful career awareness system with seven unique levels for elementary students.
- System data or content customization, not expressly stated in the SOW.
- Integration with a single sign on provider other than Clever or Classlink.
- Ad-Hoc Data reporting not expressly stated in SOW.

- One day of face-to-face training featuring two (2), three-hour sessions.
- Connect 2 Business – Recommend work-based learning opportunities that match student career interests and configure related activities aligned to WBL requirements.

PRICING & TERMS

Pricing for an annual contract is $14,000.

Start Date: July 2, 2024

End Date: June 30, 2025

Purchase Order:	Upon execution of this SOW, please send a purchase order to orders@kuder.com to generate your invoice. Include your payment method with your purchase order.
Payment Method:	ACH, Check, or Credit Card. Note: Credit card payments require a 5% service charge.
Payment Terms:	Net 30 days from receipt of invoice. 1.5% fee per month for late payments.
Billing Method:	Email
Contract Term:	This agreement will begin upon execution of this SOW.
Renewal:	All renewals are subject to a 3% price increase.

ACCEPTANCE

The parties hereto have executed this Statement of Work in the manner and form sufficient to bind them on the day and year written after the execution by their respective parties.

Kuder		**Duluth Public School District**	
By:		By:	6/27/24
Name:	Connor Harrington	Name:	Anthony Bonds
Title:	Chief Executive Officer	Title:	Assistant Superintendent
Date:		Date:	6/18/24

Upon signature by Customer and submission to Kuder, this contract shall become legally binding unless this contract is rejected by Kuder for any of the following reasons: (1) the signatory above does not have the authority to bind Customer to this contract, (2) unauthorized changes have been made to this contract, or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this contract. Subscriptions are non-cancelable before their contract end date. This contract is governed by the terms of the kuder.com Master Service Agreement found at https://www.kuder.com/site-license/ unless (i) Customer has a written master subscription agreement executed by Kuder for such Services as referenced in the Documentation, in which case such written Kuder master subscription agreement will govern or (ii) otherwise set forth herein. Kuder reserves the right to end system access and services for late or non-payments. Customer further agrees to allow Kuder to utilize its name and logo to actively promote the Customer partnership and usage of Kuder products and services in any Kuder marketing, sales, or public relations activity.

SPORTS MEDICINE SERVICES AGREEMENT
(With Sponsorship Contribution)

THIS SPORTS MEDICINE SERVICES AGREEMENT ("Agreement") is entered into as of January 1, 2025 or the date of the last parties' signature below, whichever is later (the "Effective Date") and is by and between St. Mary's Duluth Clinic Health System on behalf of itself and its affiliates ("Essentia Health") and Independent School District #709 d/b/a Duluth Public Schools ("School").

RECITALS

WHEREAS, Essentia Health is a nonprofit health system dedicated to the promotion of health and welfare and provides health care services, including sports medicine services, in and around the community where School is located; and

WHEREAS, School conducts various athletic events and activities for eligible student participants (individually, a "Student" and, collectively, the "Students"), and desires to contract with Essentia Health for sponsorship and services relating to the same; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter recited, the parties agree as follows:

AGREEMENT

1. ***Essentia Health Responsibilities.*** In consideration for School's recognition of Essentia Health as the exclusive health care industry sponsor of School's athletic events and program, Essentia Health agrees to the below obligations and responsibilities.

   1.1 Sports Medicine and Related Services. Essentia Health shall provide certified athletic trainer(s) to School to perform any rehabilitation, taping, evaluations, or other related athletic training services to Students for home games, training room coverage, home tournament coverage for any level, practice coverage, first aid and emergency care, treatment of injuries (subject to physician supervision and modality limitations), injury assessment (including making appropriate recommendations for medical evaluation and treatment as warranted by the circumstances), injury reporting, and other related athletic training services as mutually agreed between the parties (collectively, the "Services").

   1.2 Supplies. Essentia Health shall provide the basic medical supplies required to furnish the Services up to an amount equal to One Thousand Dollars ($1,000) per year during each Term of this Agreement.

   1.3 Standards. The Services shall be provided in accordance with all applicable statutes, regulations, and accrediting bodies. Essentia Health shall determine and select the individual(s) assigned to provide Services to School; provided, however, that School may, in its sole discretion, request Essentia Health remove an individual providing Services hereunder, in which case Essentia Health shall use its best efforts to substitute another qualified athletic trainer.

   1.4 Sponsorship Contribution. Essentia Health agrees to make a financial contribution to School in the amount of Three Hundred and Twenty-Five Thousand Dollars ($325,000) for use towards its athletic and student wellness programs (the "Sponsorship Contribution"). The Sponsorship Contribution will be paid out in five (5) equal

installments of Sixty-Five Thousand Dollars ($65,000) each during the Term, with the first such installment paid to School within thirty (30) days from the Effective Date and all subsequent annual installments paid to School within thirty (30) days from the corresponding Renewal Term.

2. ***School Responsibilities.*** In consideration of Essentia Health's Services and Sponsorship Contribution herein, School agrees to the below obligations and responsibilities.

2.1 Exclusive Health Care Industry Sponsorship. School agrees to identify and acknowledge Essentia Health as the exclusive health care industry sponsor of School's athletic events and program, which sponsorship includes but is not necessarily limited to, those marketing and advertising opportunities set forth on Exhibit A, attached hereto.

2.2 Duties. School agrees to provide the following to facilitate the effective provision of Services by Essentia Health:

2.2.1 providing all necessary basic medical supplies costing over and above the annual One Thousand Dollar ($1,000) amount provided by Essentia Health required to furnish the Services;

2.2.2 facilitating communication with Essentia Health in connection with the provision of Services;

2.2.3 providing Essentia Health with sports competition schedules prior to the first scheduled sporting event for the upcoming regularly scheduled athletic season together with practice schedules in advance as necessary to ensure coverage by Essentia Health personnel;

2.2.4 confirming the health history and consent for treatment forms are obtained and returned to School for each Student to the extent required under School and any state High School League participation requirements; and

2.2.5 to the extent applicable pursuant to the Services provided hereunder, recognize the responsibility and authority of an Essentia Health medical professional to make a final determination regarding each Student's ability to safely participate in athletic events and practices, and to communicate the same to applicable School personnel (e.g., coaches, etc.).

3. ***Term and Termination.*** The term of this Agreement is Five (5) years, effective as of the Effective Date (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term"). The Initial Term and each Renewal Term is referred to herein as the "Term." Notwithstanding the stated Term, this Agreement may be terminated as follows:

3.1 By Essentia at any time upon not less than sixty (60) days' prior written notice;

3.2 By either party at any time in the event that the other party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party;

3.3 By either party at any time in the event that (i) the business of either party is terminated or suspended, (ii) a petition for bankruptcy is filed by or against either party, (ii) a receiver is appointed on account of either party's insolvency, or (iv) any assignment is made of either party's business for the benefit of its creditors; or

3.4 By Essentia Health, immediately upon notice to School if, in Essentia Health's sole discretion, termination is necessary to preserve the quality of patient services or to protect the health, safety, or welfare of patients, employees, or other persons.

4. ***Insurance.*** School agrees to maintain throughout the Term of the Agreement, at its sole cost and expense, insurance coverage in sufficient amounts to cover the work being performed by School pursuant to the Agreement. Such coverage must cover all of School's obligations hereunder, including, but not limited to, Commercial General Liability Insurance covering products and completed operations, property damage, bodily injury and personal & advertising injury on an "occurrence" basis with limits no less than $1,000,000 per occurrence and $3,000,000 annual aggregate; Professional Liability (Errors and Omissions) Insurance, with limits no less than $1,000,000 per occurrence and $3,000,000 annual aggregate; and applicable statutory limits for Workers' Compensation. By requiring insurance, neither party represents that coverage and limits will necessarily be adequate to protect the other party, and such coverage and limits shall not be deemed as a limitation on a party's liability in connection with the Agreement.

5. ***Indemnification.*** To the extent permissible under law, School will defend, indemnify and hold harmless Essentia Health and its agents, officers, and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (1) School's negligent or wrongful actions or omissions relating to or arising from this Agreement, or (2) the negligent or wrongful actions or omissions of School's sub-contractors, anyone directly or indirectly employed or contracted by School, or anyone for whose actions or omissions School may be liable.

6. ***No Exclusion/Debarment.*** Each party hereby represents and warrants to the other that neither it nor any employee, contractor, or agent now or hereafter engaged by such party to provide services under the Agreement (collectively, a "Representative") is, and at no time has been, excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs. Each party hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of such party or any Representative from any federally-funded health care program, including the Medicare and Medicaid programs. In the event that a party or any Representative is excluded from participation in any federally-funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party or a Representative is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach; provided, however, that if the breaching party immediately removes a Representative who is so excluded or has otherwise breached the provisions of this Section from the performance of services under the Agreement, the Agreement shall not automatically terminate. Each party shall indemnify (the "Indemnifying Party") and hold harmless the other party against all actions, claims, demands and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by the Indemnifying Party. The provisions of this Section shall survive the expiration or termination of the Agreement for any reason.

7. ***Access to Records.*** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, School shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the

Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Essentia Health under this Agreement. If School carries out any of its duties under this Agreement through a subcontract with a value or cost of $10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

8. ***Independent Contractors.*** The parties are independent contractors to one another and nothing herein shall be construed as creating an employment, agency, joint venture, or partnership relationship between the parties.

9. ***Limitation of Liability.*** Each party shall be responsible for its own acts and omissions, including the acts and omissions of its employees or agents, and shall not be responsible for the acts and omissions of the other party, its agents, or employees.

10. ***No Referrals.*** Nothing in this Agreement, nor any consideration in connection herewith, contemplates or requires the referral of any patient or any other business between the parties.

11. ***Relationship between Essentia Health and Students.*** This Agreement does not create an express or implied contract to provide medical care to Students beyond that which is set forth herein. Further, Essentia Health's commitment to provide Services hereunder does not obligate Students to utilize such Services. Students who receive Services are being served as student athletes of School and not as patients of Essentia Health. Essentia Health has no clinical obligation to Students beyond the provision of Services described herein. It is each Student's responsibility to obtain any medical care that may be necessary/appropriate, and which is outside the scope of this Agreement, and it is the Student's prerogative to choose the provider from whom or from which such medical care (if any) is obtained.

12. ***Confidentiality.*** Essentia Health acknowledges the confidentiality of School's student records in accordance with state and federal law and agrees to maintain the confidentiality of such records as Essentia Health may be given access to hereunder.

13. ***Jeopardy.*** If Essentia Health reasonably determines that continued performance of this Agreement jeopardizes Essentia Health's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment program, (iii) accreditation status, or (iv) tax exempt or bond financing status, Essentia Health shall notify School so the parties may resolve the issue. If no resolution is reached within fifteen (15) days, Essentia Health may terminate this Agreement immediately and without penalty.

14. ***Nondiscrimination.*** Neither party shall discriminate in the provision of services to patients based on race, color, national origin, ancestry, religion, gender, marital status, disability, sexual orientation, age, or any other legally prohibited basis, except as may be medically indicated.

15. ***Legal Compliance.*** In its respective performance hereunder, each party shall comply with all applicable laws, rules, and regulations.

16. ***Notices.*** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the U.S. mail, postage prepaid, return receipt requested, addressed to a party as follows:

If to Essentia Health:

Essentia Health
Attn: Sports Medicine Director
502 E. 2nd St.
Duluth, MN 55805

With a copy to:

Essentia Health
Attn: Chief Legal Officer
502 E. 2nd St.
Duluth, MN 55805

If to School:

Independent School District #709
Attn: Superintendent
215 North First Avenue East
Duluth, MN 55802

With a copy to:

17. Miscellaneous Provisions.

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and replaces and supersedes any prior agreement or understanding of the parties regarding the same, including that certain Sports Medicine Services Agreement effective as of January 21, 2020. This Agreement may only be modified by the parties' mutual signed written agreement.

17.2 Governing Law. This Agreement shall be construed under and governed by the laws of the state of Minnesota.

17.3 Waiver. Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.

17.4 Partial Invalidity. If any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of law or is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

17.5 Assignment. Neither this Agreement nor any rights or duties hereunder may be assigned by a party without the other party's written consent.

17.6 No Third-Party Beneficiaries. This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of the same has the effect of conferring any rights or expectations on any third party. No person other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any term of the Agreement.

17.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

ESSENTIA HEALTH		**SCHOOL**	
By:	Kurt Radke	By:	Simone Zunich
Print Name:	Kurt Radke	Print Name:	Simone Zunich
Title	Operations Senior Director	Title	Exec Director
Date	7/01/24	Date	6/14/24

EXHIBIT A

Marketing and Advertisement Opportunities

School shall provide the following marketing and advertising opportunities to Essentia Health. School agrees not to offer, grant, or sell the same or similar marketing and advertising opportunities outlined below to any other party engaged in the business of healthcare.

- Short, pre-scripted announcements provided by Essentia Health to be read during designated timeouts or at halftimes;
- Crowd t-shirt giveaways, with the option for School to co-brand t-shirts with Essentia Health;
- Display of Essentia Health banners in mutually agreed upon locations but in no event shall School provide less than two (2) locations acceptable to Essentia Health;
- Display of Essentia Health logos on electronic scoreboard displays in gymnasiums;
- Essentia Health recognition as the provider of athletic training services in all programs for sporting events;
- Holding a "Meet your Essentia Health Orthopedic/Sports Medicine team" night at up to one (1) game during a varsity season;
- Making health-sponsored content available to School's parents, students, and community members via electronic distribution, upon Essentia's request and in coordination with School leadership;
- Distribution of Essentia Health information relevant to sports medicine to School's student athletes;
- Distribution of health and wellness information (mental health, tobacco cessation, sports nutrition, etc.) to students and/or parents; and
- Such other marketing and advertising opportunities as may be mutually agreed between the parties from time to time. Acknowledge at all home games/venues, via signage, program advertisement and public address announcement, that orthopedic & sports medicine services are provided by Essentia Health;
- Signage at the front and back of the football stadium press box to be created and installed by Essentia and approved by School;
- At Essentia's sole cost and expense, logo on the field turf at the football stadium;
- At Essentia's sole cost and expense, banners on the light poles in the football stadium parking lot;
- At Essentia's sole cost and expense, grant exclusive rights to Essentia on all signage on training room and weight room doors to acknowledge that orthopedic & sports medicine services are

provided by Essentia, signage to be prominently displayed with approval of the School facilities director to ensure compliance with then-current School policies and requirements;

- At Essentia's sole cost and expense, grant sole rights to Essentia for additional highly prominent signage placements at all other home sports venues (such as signage at entrance gates, scoreboards and field graphics) with approval of the School facilities director to ensure compliance with then-current School policies and requirements;

- Use information or materials approved or provided by Essentia, including ads, logos, scripting, etc. for the signage, public address announcement and program advertisement; and

- Provide additional promotion opportunities as agreed to by Essentia's marketing team and School at no additional cost to Essentia, including, but not limited to, advertising in Booster Club programs, events, and other activities.

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Melody J. Diver, 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 May 25, 2024 and shall remain in effect until June 30th, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 250 hourly and $ 250 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: Grey Black, 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) 1567 White Pine Trl Cloquet, MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 6-6-2024 Date

Program Director 6-5-2024 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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/6/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Valerie Dodge, 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 June 1st 2024 and shall remain in effect until June 30th 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 30 hourly and $ 2,900 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:_____, 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)

_____

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | SSN/Tax ID Number | Date

Program Director | 6-3-2024 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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 6/6/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this __29__ day of _May_ , 2024____ , by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Mazzini, 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: Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _10/01/2023 and shall remain in effect until _6/1/2024_ , 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.

3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 $30 hourly and $420 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) 2102 Jefferson St. Apt 2, Duluth MN 55812.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date 5/31/24
Program Director		Date 6-10-24

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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date 6/11/24

AGREEMENT

THIS AGREEMENT, made and entered into this _9th_ day of _October__ , 2023_ , by and between Independent School District #709, a public corporation, hereinafter called District, and _____Jeremy Wilson_____, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _October 9th, 2023_ and shall remain in effect until _____June 30, 2024_ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed__$250.00 hourly/or each performance and $ 6000.00___ in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_Duluth American Indian Education__ ,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) 111 Morley Parkway _____Duluth MN 55803_____ .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11.03.23 Date

Program Director 5/14/24 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/11/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Knott, 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 6-1-2024 and shall remain in effect until June 30th 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50 hourly and $ 1,200.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:__Duluth American Indian Education___, 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) _
__**Alex Kmett 1632 Airport Rd., Cloquet MN, 55720**_____ .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted]	[redacted]	06/04/24
Contractor Signature	SSN/Tax ID Number	Date
[redacted]		6-10-24
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:

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

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

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

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

[redacted]	6/12/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, 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 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50.00 hourly and $ 1,200.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,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)
Ricky Defoe, 704 Ishpeming Rd., Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ricky W. DeFoe [redacted] 6/5/24

Contractor Signature | SSN/Tax ID Number | Date

6-10-24

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:

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

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

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

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

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

6/12/24

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Molly Hunter, 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 June 1st 2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50.00 hourly and $ 1,200.00 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,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)
Molly Hunter, 260 Gagwagim Road, Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | [redacted] SSN/Tax ID Number | 6/5/24 Date

Program Director | 6-10-24 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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 6/12/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Goodwin, 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 June 1st 2024 and shall remain in effect until June 30th 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 150.00 hourly and $ 1,500.00 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,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)
Frank Goodwin, 32 Cato Ave., 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.

Frank L Woods [redacted] 6-5-24

Contractor Signature SSN/Tax ID Number Date

6-10-24

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:

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

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

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Erin Zmich 6/12/24

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jamie Petite JR, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50.00 hourly and $ 1,200.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

AGREEMENT

THIS AGREEMENT, made and entered into this**_5th__ day of _June , 2024_** , by and between Independent School District #709, a public corporation, hereinafter called District, and **___Jaimie Petite Sr.__,** an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **_June 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.** *(insert or attach a list of programs/services to be performed by contractor)*

Culturally specific services, and cultural knowledge, teachings, drumming and singing services.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **$_50.00_(fifty dollars) hourly and $ _2400.00__ in total.**

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:__Duluth American Indian Education___, 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) _
__**Jaimie Petite Sr., 1296 Blacketter Rd., Sawyer MN, 55780**_____ .

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature [redacted] SSN/Tax ID Number 6-5-24 Date

Program Director 6-10-24 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:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/12/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Cain, 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 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 150 hourly and $ 3,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn: American Indian Education_____, 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) ____**Thomas Cain 12371 W. County Rd N Couderay, WI 548282**_____ :

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.

Thomas Cain [redacted] 06-05-2024

Contractor Signature SSN/Tax ID Number Date

6-10-24

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

Brianne Zmich 6/12/24

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jakob Wilson, 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 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50.00 hourly and $ 3,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,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)
Jakob Wilson, 260 Gagwagim Road, Cloquet MN 55720.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature	SSN/Tax ID Number [redacted]	Date 6.5.2024
Program Director		Date 6-10-24

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:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date 6/12/24

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 20 24, by and between Independent School District #709, a public corporation, hereinafter called District, and Ian Proulx, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 6-1-2024 and shall remain in effect until 6-30-2024, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 150 hourly and $ 3,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn: American Indian Education_____, 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) _
___**Ian Proulx, 3140 Ditchbank Rd., Cloquet MN 55720**_____ .

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature | [redacted] SSN/Tax ID Number | 6/5/24 Date

Program Director | 6-10-24 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:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 6/12/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Valerie Dodge, 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 June 1st 2024 and shall remain in effect until June 30th 2025 ~~2024~~, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Summer programming for Am. Indian Education

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50 hourly and $ 2,900 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:_____, 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) _____.

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.

valerie Dodge — [redacted] — 6-3-2024

Contractor Signature | SSN/Tax ID Number | Date

6-3-2024

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:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6/17/24

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of May, 2024 by and between Independent School District #709, a public corporation, hereinafter called District, and Leslie Bucar 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 9, 2024 and shall remain in effect until May 10, 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.** Contractor will be coordinating and implementing geocaching instructions to our prek families at the Nature Night event. This includes making coordinates, marking them in the woods, teaching the history of geocaching, instructing how to put app on the phone and how to use it no matter where they are and how to put in the coordinates for our caches hidden in the woods for our event. This event was 5/22/24

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $100.

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 Leslie Bucar 411 99th Ave W Duluth, MN 55808.

11. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Kenneth Bucar — [redacted] — 5/23/24

Contractor Signature | SSN/Tax ID Number | Date

6/3/24

Program Director | Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	504	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Jennine Zunich

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6/12/24

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Leanna Hudson, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 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.** Support services include: The contracted staff will determine needs of families and students, meet with families in secondary schools, shelters, safe locations and identify barriers to attending school. Meeting families at their location will expedite the enrollment process and time children spend unenrolled from school. The contracted staff will collaborate with organizations within the community to meet the needs of youth and share common barriers that face the youth. The contracted staff will have close contact with area youth shelters and assess shelter bed availability, refer for rapid VI-SPDAT assessment for the UHY youth that are seeking housing opportunities. The contracted staff will also help with obtaining vital documents for UHY that do not have access to such documents. Public bus passes and requests for public school transportation via bus or van will also be coordinated as needed from the contracted staff. Contracted staff will consult with the FIT Program Coordinator and FIT team about barriers, resources and new enrollments within the team assigned schools. For the UHY seeking post-secondary education, the project staff will assist the Program Coordinator with verification letters needed for college applications, verifying homeless status, as well as assisting youth who are navigating the FAFSA with a homeless designation.

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 $40 hourly and $25,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Kaitlyn Jamar, 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 Leanna Hudson, 1545 Torgeson Road, Duluth, MN 55804.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

LeAnna Hudson [redacted] 5-21-24

Contractor Signature SSN/Tax ID Number Date

V. Jamar 5/31/24

Program ~~Director~~ Coordinator 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	203	868	303	180
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/6/24

Date

No Cost Contracts Signed
June 2024

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
Luther College	TLE	Student teacher partner agreement for FY25
St. Luke's Birthing Center	ECFE	ECFE parent educators will provide newborn visits with families of newborn children 2-3 times per week year-round. Parent educators will also attend birthing classes when invited to provide information and resources

LUTHER COLLEGE

June 12, 2024

On behalf of the entire Education Department, I would like to take this opportunity to express our sincere gratitude and thanks to you and your staff. Your support and professional guidance to the Luther College Teacher Education Program is indispensable and greatly appreciated.

You are receiving this new 3-year MOU because you have had Luther College students in your school district in the past. It is helpful for us to have a fully executed MOU on file even if we do not currently have students scheduled to be in your school district.

Our new 3-year Memorandum of Understanding for June 30, 2024, through July 1, 2027, is enclosed. Please have the appropriate individual at your school district sign the MOU. **Return a signed copy via email to me at gunderre@luther.edu**. You may want to make a copy of the signed MOU for your records and referral.

If your school district requires any changes or additions to this new 3-year MOU, please let me know as soon as possible. You can contact me by email at gunderre@luther.edu.

Sincerely,
Renee Gunderson

Renee Gunderson

Administrative Assistant
Luther College Education Department
Koren 101
Phone (563)387-1140 Fax (563)387-1107
gunderre@luther.edu

LUTHER COLLEGE

Memorandum of Understanding
June 30, 2024 – July 1, 2027

Duluth PSD (MN ISD 709)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101, and Duluth PSD (MN ISD 709), 4316 Rice Lake Rd, Ste 103, , Duluth, MN 55811.

PROVISIONS:

1. Luther College and Duluth PSD (MN ISD 709) agree to participate in a clinical field experience program, including student teaching, student observations, and other field experiences if placements are available in the district.

2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences who are placed in Duluth PSD (MN ISD 709).

3. Student teachers and other field experience enrollees of the Luther College Education Department must comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth PSD (MN ISD 709) and the option of Luther College, should circumstances warrant such an action.

4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area and grade level. It may not be their first year in their current assignment/building.

5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students must follow the guidelines set by Duluth PSD (MN ISD 709) for this process.

PLEASE CHECK ONLY ONE BOX BELOW.

☐ Duluth PSD (MN ISD 709) has a system in place by which the student can complete this requirement.

☐ Duluth PSD (MN ISD 709) requires Luther College to process a National background check for the student. The student must pay the processing fee and submit the completed report to Duluth PSD (MN ISD 709). This background check will include:

- National Sex Offender Registry
- National Criminal Database
- Criminal Search – County
- ID Trace Pro

Education Department 563.387.1140 P 563.387.1107 F www.luther.edu/education
Luther College 700 College Drive Decorah, Iowa 52101-1043 www.luther.edu

6. Duluth PSD (MN ISD 709) and Luther College agree to provide equal educational opportunities and access to facilities for all qualified persons. To not discriminate in employment, academic programs, and activities based on age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. This agreement begins on June 30, 2024, and terminates on July 1, 2027. Luther College or Duluth PSD (MN ISD 709) may terminate or change the assignment of any student at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

8. In gratitude, Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment will be made at the end of each semester after the Luther College Education Department receives the completed assessments (2 observation feedback reports; and 2 evaluations) from the cooperating teacher. Payment for a student teacher who has withdrawn before the middle of the placement shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 115) - $75
- January Term developing practicum (Methods) - $100
- Student teaching
  - 4 weeks - $100
  - 7-10 weeks - $200

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

☐ Please check this box **IF** Duluth PSD (MN ISD 709) **requires** the cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: Anthony Bonds — Representative, Duluth PSD (MN ISD 709)

Title: Assistant Superintendent

Signature: Anthony Bonds — Representative, Duluth PSD (MN ISD 709)

Date: 6/27/24

Signature: Provost, Luther College

Date: 30 May 24

Updated 5/9/2024

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Luke's Birthing Center, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(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.** ECFE Parent Educator(s) will provide Amazing Newborn visits with families of newborn children 2-3 times per week year-round with the exception of school breaks and dependent on staff availability. Additionally, Parent Educators will attend birthing classes when invited to provide information and resources.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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) St. Luke's Birthing Center, Attn: Stephanie Forslund, 915 E 1st St, Duluth, MN 55805.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Teresa Hamm | 41-0714079 | 6.4.2024

Contractor Signature | SSN/Tax ID Number | Date

Program Director | Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

XX	X	XXX	XXX	XXX	XXX	XXX

_____ 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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 6/6/24 Date

Revenue Contracts Signed
June 2024

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Itasca Area Schools Collaborative	$35,421.07	Special Services	.2 FTE Of Julie Venus for Assistive Technology Services

DULUTH PUBLIC SCHOOLS

Special Services

709 Portia Johnson Drive , Suite 207
Duluth, MN 55811
www.isd709.org

Duluth Public Schools
Special Services Department
709 Portia Johnson Drive, Duluth, MN 55802
218-336-8740

INDIVIDUAL OR AGENCY – Purchase of services

This consultant Agreement is by and between Duluth Public Schools and the Agency or Individual(s) named. Services to be provided and other details have been listed below.

Name / Agency:	Itasca Area Schools Collaborative
Address:	101 1st Ave NE, PO Box 307 Deer River, MN 56636
Telephone #(s):	
Social Security or Federal ID Number:	W-9 Must be Attached
Description of Service To be Performed:	.2 FTE of Julie Venus for Assistive Technology Services
Population to be Served:	Region 3
Location of Service:	Variety of Districts
Required Qualification:	MN Special Education License File Folder if Needed: 396826
Date(s) of Services:	2024-2025 School Year
Rate of Pay:	.2 FTE, $56.93 per hour. Estimated Salary and Benefits is $35,421.07.
Invoicing Procedures:	Duluth Public Schools will send invoices twice per year.
Cancellation Requirements:	Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, the organization assumes no financial obligation for this agreement.

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (NLC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches $600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other part. Any copy of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES

IASC — Date

Duluth Public Schools - Director of Special Education — 6-4-24 — Date

Duluth Public Schools - CFO — 6/17/24 — Date

224

01 E 005 420 740 143 000

A-Box 6/17/24

ISD 709 Duluth Public Schools

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 23 2024
APPROVED BY
THE SCHOOL BOARD

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024

DEPARTMENT OF EDUCATION

Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

Fiscal Year (FY) 2026 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-010
Due: July 31, 2024

General Information: Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2023, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2024. Submit to Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District, Intermediate/Cooperative/Joint Powers	District Number and Type:	Date Submitted:
Duluth Public Schools	709	07/23/2024

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2026 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2026 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11. ***Effective FY 2025 and if applicable, provisions for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).***
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2023]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2023]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – ***Must be signed*** by Superintendent or Cooperative Unit Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
John Magas	John Magas	7/24/24

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 23 2024
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2026 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution # 4048

July 23, 2024

LONG-TERM
FACILITIES MAINTENANCE
TEN-YEAR PLAN

FY 2026 APPROVAL YEAR

Presented to the Duluth School Board

July 23, 2024

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

All contents contained within are governed by MN STATUTES, section 123B.595.

DEPARTMENT OF EDUCATION	Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413	Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only	ED - 02478-10

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2023, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	(REQUIRED) Enter Information	District Info.	(REQUIRED) Enter Information
District Name:	Duluth Public Schools	Date:	7/23/2024
District Number:	709	Email:	bryan.brown@isd709.org
District Contact Name:	Bryan Brown		
Contact Phone #	218-336-8907		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2024 (base year)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	**Category (1)**											
347	Physical Hazards	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802
349	Other Hazardous Materials	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
352	Environmental Health and Safety Management	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
358	Asbestos Removal and Encapsulation	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290
363	Fire Safety	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758
366	Indoor Air Quality	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150
	Total Health and Safety Capital Projects	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year - Additional Revenue												
Finance Code	**Category (2)**											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	**Category 3 (a)**											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Gender-Neutral Single-User Restrooms												
Finance/Course Codes	**Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025**											
Finance Code 384 and Course Code 684 MUST USE BOTH	Remodeling for gender-neutral single user restroom per site.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Gender-Neutral Single User Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	**Category (4)**											
367	Accessibility	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Accessibility Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	**Category (5)**											
368	Building Envelope	$500,000	$500,000	$0	$0	$0	$1,250,000	$1,500,000	$1,200,000	$0	$0	$0
369	Building Hardware and Equipment	$250,000	$100,000	$0	$0	$0	$0	$0	$30,000	$0	$0	$0
370	Electrical	$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
379	Interior Surfaces	$75,000	$575,000	$425,000	$1,075,000	$725,000	$725,000	$155,000	$275,000	$275,000	$275,000	$275,000
380	Mechanical Systems	$0	$0	$0	$0	$340,000	$0	$0	$0	$340,000	$340,000	$340,000
381	Plumbing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
382	Professional Services and Salary	$1,935,000	$1,900,000	$1,900,000	$1,900,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000
383	Roof Systems	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
384	Site Projects	$1,200,000	$1,175,000	$600,000	$300,000	$0	$0	$0	$0	$0	$0	$0
	Total Deferred Capital Expense and Maintenance	$4,110,000	$4,250,000	$2,925,000	$3,275,000	$3,165,000	$4,075,000	$3,755,000	$3,605,000	$2,715,000	$2,715,000	$2,715,000
	Total Annual 10-Year Plan Expenditures	$4,510,000	$4,650,000	$3,325,000	$3,675,000	$3,565,000	$4,475,000	$4,155,000	$4,005,000	$3,115,000	$3,115,000	$3,115,000
Fund Balance Section												
Fund 01												
	Beginning Fund Balance 01-467-XX	$1,359,070	-$2,335,733	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue - Levy	$815,197	$5,460,733	$2,375,000	$2,375,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000
	LTFM Fiscal Year Revenue - AID if Applicable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT if applicable - Special Legislation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$4,510,000	$3,125,000	$2,375,000	$2,375,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000	$2,575,000
	Ending Fiscal Year Fund Balance 01-467-XX	-$2,335,733	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fund 06												
	Beginning Fund Balance 06-467-XX	$10,215,000	$10,215,000	$8,690,000	$7,740,000	$6,440,000	$5,450,000	$3,550,000	$1,970,000	$540,000	$0	$0
	LTFM Fiscal Year Bonded Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Other Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$0	$1,525,000	$950,000	$1,300,000	$990,000	$1,900,000	$1,580,000	$1,430,000	$540,000	$0	$0
	Ending Fiscal Year Fund Balance 06-467-XX	$10,215,000	$8,690,000	$7,740,000	$6,440,000	$5,450,000	$3,550,000	$1,970,000	$540,000	$0	$0	$0

End of worksheet

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/09/2024

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

Calculations for Ten Year Projection

		Pay 24 LLC #	Change only if requiring levy adjustments FY 2026	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
1	Type your district number in cell A2 (Minneapolis = 1.2)													
2	Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b													
3	Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33													
4	Look-up data from following tabs													
5	**Initial Formula Revenue**													
6	Current year APU	57		8,748.42	8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)				8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
7	District average building age (uncapped)	401		42.03	40.63	41.63	42.63	43.63	44.63	45.63	46.63	47.63	48.63	49.63
8	Formula allowance			$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	402			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	403		3,324,400	3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
11	**Added revenue for Eligible H&S Projects > $100,000 / site**													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	701			-	-	-	-	-	-	-	-		
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	754			-	-	-	-	-	-	-	-		
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > $100,000 per site (1A)	700			-	-	-	-	-	-	-	-		
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > $100,000 per site (1A)	753			-	-	-	-	-	-	-	-		
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-		
16b	New debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	-	-	-	-	-	-	-		
17	Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	765			-	-	-	-	-	-	-	-		
18	Pay as you go revenue for eligible new H&S projects > $100,000 / site	405			-	-	-	-	-	-	-	-		
19	Total additional revenue for eligible H&S projects >$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	406		-	-	-	-	-	-	-	-	-		
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	766			-	-	-	-	-	-	-	-		
20b	Pay as you go for projects approved for Pre-K remodeling	407			-									
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-		
20d	**Total New Law Revenue (10) + (19) + (20c)**	408			3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/09/2024

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 24 LLC #	Change only if requiring levy adjustments FY 2024	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	Old Formula revenue													
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	409		384,533	384,533	-	-	-	-	-	-	-		
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	700			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-		
23	Debt Excess allocated to line 22				-	-	-	-	-	-	-	-		
24	Old formula alt facilities debt revenue (1A) - debt excess	763			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-		
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	764			-	-	-	-	-	-	-	-		
26	Old formula alt facilities pay as you go revenue (1A)	410			1,900,000	-	-	-	-	-	-	-		
26b (18)	Pay-as-you-go revenue for H&S projects over $100,000 per site	411			-	-	-	-	-	-	-	-		
27	Old formula alt facilities pay as you go revenue (1B) > $500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	413			-	-	-	-	-	-	-	-		
27a	LTFM "H&S >100K per site" bonds	765			-	-	-	-	-	-	-	-		
27b	LTFM "other" bonds for 1A hold harmless	767			2,190,300	2,190,195	-	-	-	-	-	-		
28	Old formula deferred maintenance revenue = (If (22) + (26) = 0, (10) * ($64 / formula allowance))	416			-	-	-	-	-	-	-	-		
29	Total old formula revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)	417		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	-	-	-	-		
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	418		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	419		-	-	-	-	-	-	-	-	-		
32	**District LTFM Revenue (30) - (31)**	420		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	421		-	-	-	-	-	-	-	-	-		
34	**Grand Total LTFM Revenue (32) + (33)**	422		9,861,511	10,026,708	7,750,470	5,558,438	5,553,503	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
	Aid and Levy Shares of Total Revenue													
35	For ANTC & APU, three year prior date			2022	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
36	Three year prior Ag Modified ANTC	35		134,224,665	134,224,665	141,840,810	147,514,443	153,415,021	159,551,621	165,933,686	172,571,034	179,473,875	186,652,830	194,118,943
37	Three year prior Adjusted PU (New Weights)	54		8,850.87	8,850.88	8,892.13	8,813.89	8,792.68	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21	8,717.21
38	ANTC / APU = (36) / (37)	424		15,165.14	15,165.13	15,951.27	16,736.60	17,448.03	18,303.05	19,035.18	19,796.58	20,588.45	21,411.99	22,268.46
39	State average ANTC / APU with ag value adjustment	425		12,230.05	12,230.05	13,617.01	14,207.10	14,848.85	15,443.00	16,061.00	16,703.00	17,371.00	18,066.00	18,789.00
40	Equalizing Factor = 123% of (39)	426		15,042.96	15,042.96	16,748.92	17,474.73	18,264.09	18,994.89	19,755.03	20,544.69	21,366.33	22,221.18	23,110.47
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	427		100.00%	100.00%	95.24%	95.78%	95.53%	96.36%	96.36%	96.36%	96.36%	96.36%	96.36%
42	State (aid) share of Equalized Revenue (1 - (41))	428		0.00%	0.00%	4.76%	4.22%	4.47%	3.64%	3.64%	3.64%	3.64%	3.64%	3.64%
43	Equalized Revenue (lesser of (34) or (6) * (8))	423		3,324,400	3,341,220	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
44	Initial LTFM State Aid (42) * (43)	429		-	-	157,756	139,921	148,008	120,651	120,705	120,622	120,599	120,627	120,690
45	Old formula Grandfathered Alternative Facilities Aid	431		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
46	Total LTFM State Aid (Greater of (44) or (45))	432		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	435		9,084,447	9,249,644	6,973,406	4,781,374	4,776,439	2,535,477	2,535,477	2,535,477	2,535,477	2,535,477	2,535,477
	Debt Service Portion of Revenue (non-grandfather districts)													
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	763+764+765+766			5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-		
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	767			2,190,300	2,190,195	-	-	-	-	-	-		
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05				-	-	-	-	-	-	-	-		
51	Total Debt Service Revenue = (49) + (50) + (50b)	768			7,742,175	7,750,470	5,558,438	5,553,503	-	-	-	-		
52	Equalized debt Service Revenue (lesser of (43) or (51))	436			3,341,220	3,312,541	3,312,541	3,312,541	-	-	-	-		
53	Debt Service Aid = (52) * (42)	438			-	157,756	139,921	148,008	-	-	-	-		
54	Equalized Debt Service Levy = (52) - (53)	439			3,341,220	3,154,785	3,172,620	3,164,533	-	-	-	-		
55	Unequalized Debt Service Revenue and Levy = Greater of zero or (51) - (50))	440			4,400,955	4,437,929	2,245,897	2,240,962	-	-	-	-		
56	**General Fund Portion of Revenue (non-grandfather districts)**													

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/09/2024

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 24 LLC #	Change only if requiring levy adjustments FY 2026	Payable 2024 LLC Certification FY 2025	Current Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
57	Total General Fund Revenue = (34) - (51)	441			2,284,533	-	-	-	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
58	General Fund Equalized Revenue = (43) - (52)	442			-	-	-	-	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541	3,312,541
59	Total General Fund Aid = (46) - (53)	443			777,064	619,307	637,142	629,056	777,064	777,064	777,064	777,064	777,064	777,064
60	General Fund Equalized Levy = (58) * (41)	444			-	-	-	-	3,191,890	3,191,836	3,191,919	3,191,942	3,191,914	3,191,851
61	General Fund Unequalized levy = (57) - (58)	445			2,284,533	-	-	-	-	-	-	-	-	-
62	Total General Fund Levy = (60) + (61)	446			2,284,533	-	-	-	3,191,890	3,191,836	3,191,919	3,191,942	3,191,914	3,191,851

Notes:

1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.

CONTENTS

Administrative Summary

Section 1 Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

Section 2 Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

ISD 709 Duluth Public Schools

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024

SECTION 1

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN

PROJECTS BY YEAR

JULY 1, 2023 TO JUNE 30, 2034

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 23, 2024

BUDGET YEAR - ACTUAL FY23 AS OF JUNE 26, 2024 (INCLUDED FOR REFERENCE)

SITE	WORK ITEM DESCRIPTION	PRELIMINARY ACTUAL COST AS OF JUNE 26, 2024
	HEALTH & SAFETY LEVY 2021 (PAY 2022)	***$400,000.00***
DISTRICT WIDE	Health and Safety Management	$154,992.00
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$68,346.00
	HEALTH & SAFETY TOTAL	**$223,338.00**
	LTFM DEFERRED MAINTENANCE LEVY 2021 (PAY 2022)	***$3,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,780,388.00
DISTRICT WIDE	LTFM Compliant Maintenance/Repairs - T&M	$848,924.00
DISTRICT WIDE	District Wide Deferred Interior Painting	$382,211.00
HOMECROFT	Replace un-serviceable door hardware and electronic components	$17,697.00
LAKEWOOD	Replace un-serviceable door hardware and electronic components	$17,697.00
LOWELL	Replace un-serviceable door hardware and electronic components	$17,696.00
LOWELL	Replace failed Bball hoops and bituminous	$4,818.00
STOWE	Replace un-serviceable door hardware and electronic components	$17,696.00
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	$232,331.00
DENFELD	Repair / Perform soil corrections / Reconstruct Track – RETAINAGE & Attorney Fees	$38,376.00
DENFELD	Clock Tower Masonry Restoration $ Clock Tower Roof Replacement	$574,858.00
	LTFM DEFERRED MAINTENANCE TOTAL	**$3,932,692.00**
	LTFM TOTAL LEVY	***$3,700,000***
	TOTAL FY23 LTFM EXPENDITURES	**$4,156,030.00**

BUDGET YEAR - FY24

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2022 (PAY 2023)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	***$400,000***
	LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)	***$2,300,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
STOWE	Wall Finishes: Paint Interior	$150,000
CONGDON	Renovate playground and surrounding play surfaces	$600,000
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
GARFIELD	Exterior Masonry Repair	$250,000
OEMS	Turf Replacement	$600,000

	LTFM DEFERRED MAINTENANCE TOTAL	$4,110,000
	LTFM TOTAL LEVY	*$2,700,000*
	TOTAL FY24 LTFM EXPENDITURES	$4,510,000

BUDGET YEAR FY25

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2023 (PAY 2024)	*$400,000*
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)	*$1,975,000*
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	$1,975,000
	LTFM TOTAL LEVY	*$2,375,000*
	TOTAL FY25 LTFM EXPENDITURES	$2,375,000

BUDGET YEAR **FY26 CURRENT BOARD APPROVAL YEAR**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2024 (PAY 2025)	*$400,000*
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)	*$1,975,000*
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	$1,975,000
	LTFM TOTAL LEVY	*$2,375,000*
	TOTAL FY26 LTFM EXPENDITURES	$2,375,000

BUDGET YEAR FY27

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2025 (PAY 2026)	*$400,000*
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)	*$1,975,000*
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	$1,975,000
	LTFM TOTAL LEVY	*$2,375,000*
	TOTAL FY27 LTFM EXPENDITURES	$2,375,000

BUDGET YEAR FY28

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2026 (PAY 2027)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY28 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY29

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2027 (PAY 2028)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY29 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY30

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2028 (PAY 2029)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY30 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY31

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2029 (PAY 2030)	*$400,000*
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2029 (PAY 2030)	*$1,975,000*
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	*$2,375,000*
	TOTAL FY31 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY32

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2030 (PAY 2031)	*$400,000*
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2030 (PAY 2031)	*$1,975,000*
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	*$2,375,000*
	TOTAL FY32 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY33

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2031 (PAY 2032)	*$400,000*
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2031 (PAY 2032)	*$1,975,000*
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	*$2,375,000*
	TOTAL FY33 LTFM EXPENDITURES	**$2,575,000**

BUDGET YEAR FY34

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2032 (PAY 2033)	***$400,000***
DISTRICT WIDE	Health and Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCELEVY 2032 (PAY 2033)	***$1,975,000***
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,175,000**
	LTFM TOTAL LEVY	***$2,375,000***
	TOTAL FY33 LTFM EXPENDITURES	**$2,575,000**

TOTAL HEALTH & SAFETY EXPENDITURES FY23-FY34	**$4,623,338.00**
TOTAL LTFM DEFFERRED MAINTENANCE EXPENDITURES FY23-FY34	**$24,882,692.00**
TOTAL LTFM EXPENDITURES FY23-FY34	***$29,506,030.00***

ISD 709 Duluth Public Schools

FY 2026

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 23, 2024

SECTION 2

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY SITE
JULY 1, 2023 TO JUNE 30, 2034

PENDING DULUTH SCHOOL BOARD APPROVAL JULY 18, 2023

CONGDON ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Renovate playground and surrounding play surfaces	$600,000
	FY25 TOTAL	**$600,000**
	10 YR TOTAL	***$600,000.00***

DENFELD HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	$535,000
	FY30 TOTAL	**$535,000**
	10 YR TOTAL	***$535,000.00***

DISTRICT WIDE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY24 TOTAL	**$2,375,000**
FY25	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY25 TOTAL	**$2,375,000**
FY26	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY26 TOTAL	**$2,375,000**
FY27	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY27 TOTAL	**$2,375,000**
FY28	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY28 TOTAL	**$2,575,000**

DISTRICT WIDE

FY29	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY29 TOTAL	**$2,575,000**
FY30	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY30 TOTAL	**$2,575,000**
FY31	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY31 TOTAL	**$2,575,000**
FY32	Health and Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	$600,000
	District Wide Deferred Interior Painting	$75,000
	FY32 TOTAL	**$2,575,000**
	10 YR TOTAL	***$21,375,000.00***

GARFIELD

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Exterior Masonry Repair	$250,000
	FY24TOTAL	$250,000
	10 YR TOTAL	*$250,000*

ORDEAN MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Turf Replacement	$600,000
	FY22 TOTAL	$600,000
	10 YR TOTAL	*$600,000.00*

STOWE ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Wall Finishes: Paint Interior	$150,000
	FY24 TOTAL	$150,000
	10 YR TOTAL	*$150,000.00*

TOTAL 10 YR LTFM PROJECT EXPENDITURES	*$23,510,000*

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 23 2024
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

FY25 Commercial Insurance Renewal

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2025 Commercial Insurance Renewal, is approved.

Resolution B-7-24-4049 July 23, 2024

MarshMcLennan Agency

Business Insurance Proposal

ISD #709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

Presented By: Bob St. Arnold

Presented On: 07/03/2024

Policy Term: 08/01/2024 to 08/01/2025

Proposal Expires On: 08/01/2024

A business of Marsh McLennan
Marsh & McLennan Agency LLC

Your future is limitless.℠

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Risk Prevention Service Team

Business Insurance

CONTACT	TITLE	PHONE	FAX	EMAIL
Bob St. Arnold	Risk Prevention Consultant	P: 218-336-1541 c: 218-590-0153	212-948-9116	bob.starnold@marshmma.com
Dee Ann Briegel	Client Advisor	218-623-5772	212-948-9105	dee.briegel@marshmma.com
Olivia Schmidt	Client Representative	218-623-5882	212-948-9115	Olivia.schmidt@marshmma.com

Management Liability Group

CONTACT	TITLE	PHONE	FAX	EMAIL
Lisa Pertile	Marketing Specialist,	763-746-8643		Lisa.pertile@marshmma.com

Risk & Safety Consulting

CONTACT	TITLE	PHONE	FAX	EMAIL
Whitney Mergens	Risk & Safety Consultant	218-221-5232		whitney.mergens@marshmma.com
Christian Leonard	Associate Safety Consultant	218-608-0940		Christian.leonard@marshmma.com

Claims Management

CONTACT	TITLE	PHONE	FAX	EMAIL
Grant Brugger	Workers companestion Claims Specialist	763-691-3547		Grant.brugger@marshmma.com
Kasey Aanenson	Claims Consultant	605-214-9035		Kasey.aanenson@marshmma.com
Dan Nyberg	Claims Analyst	763-548-8866	212-948-9103	dan.nyberg@marshmma.com
Claims In-Box		763-746-8513	**763-548-8994**	**claims@marshmma.com**

Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2023-2024 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2024-2025 PROPOSED RENEWAL PREMIUMS
Package	Liberty Mutual		Liberty Mutual	
Property & Inland Marine		$325,261		$409,428
Crime		$3,988		$4,536
General Liability		$84,771		$94,250
School Leaders E&O		$102,642		$140,776
Law Enforcement Legal Liability		$1,500		$1,500
Automobile	Liberty Mutual	$83,653	Liberty Mutual	$88,187
Workers' Compensation	Dakota Truck	$167,675	Dakota Truck	$146,795
Umbrella	Liberty Mutual	$27,762	Liberty Mutual	$31,632
Cyber	Beazley	$77,280 *$100,000 Deductible*	TMHCC	$37,564.26 *$25,000 Deductible*
Terrorism		Rejected		Rejected
Total Estimated Annual Premium:		**$874,532**		**$954,668**

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. Refer to Surplus Lines Tax Procedure

Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Marketing Results

Listed below are the insurance companies approached to obtain quotations on your insurance program:

CARRIER	COVERAGE	RESULT
Chubb	Property, IM, Crime	$487,094
Hanover	Auto	$185,000
Hanover	GL, SLEO, EPLI, Abuse	$350,000
Various Markets	Cyber Liability	See pg 23

Notable Material Changes in Terms and Conditions

COVERAGE:	EXPIRING TERM	RENEWAL TERM	CHUBB QUOTE
Building and Contents Values:	$572,369,194	$613,185,089	$572,369,194
Computer Hardware Value:	$9,195,615	$9,582,714	$9,195,615
Roof at Actual Cash Value	N/A	All Roofs subject to Actual Cash value except Administration and Transportation Building	N/A
Roof Cosmetic Loss Exclusion	N/A	Applies to Rockridge and Stadum Press Box	N/A
Wind Hail Deductible	$50,000	$100,000 each building	$50,000 (except Ordean and Denfeld @ $100,000 Deductible)
Flood Deductible	$50,000	$100,000	$500,000 @ Portia Drive Locations, Stadium Box, & Consession All other locations @ $100,000
Earthquake Deductible	$50,000	$100,000	$50,000
Named Storm Deductible	N/A	$100,000	N/A
Computer Hardware Deductible	$1,000	$50,000	
Dwellings Under Construction Limit	$100,000	$500,000	
Dwellings Under Construction Deductible	$1,000	$50,000	
Ordinance or Law Coverage	$5,000,000 each for all three coverages parts	$5,000,000 limit including all three coverage parts	
Scoreboards	Scheduled for specific value $1,000 Deductible	Covered under the building up to 1250’ from premises $50,000 Deductible	

AUTO PHYSICAL DAMAGE DEDUCTIBLES: Comprehensive Collision	 $1,000 $1,000	 $2,500 $2,500	
Workers' Compensation:			
Experience Mod	.78	.68	
Payrolls	$78,401,540	$71,072,228	

The above is not inclusive of all material changes in terms and conditions. Please refer to your policies for a complete list.

Loss Control Services

MMA Loss Control Services provided during the 23-24 Policy term:

Update written safety programs for:

- Compressed Gas Cylinder Safety – Storage and Handling
- Hoisting Equipment Safety
- Material Handling & Elevators
- First Aid Basics
- First Aid Responder Responsibilities
- Toolbox Talks

24-25 Loss Control Support:

- Safety programs
- Training
- Tabletop exercises
- Update access to RMC.

RAS Loss Control Services provided during the 23-24 Policy Term

- In February 2024, RAS contacted the new Safety, Health & Environmental Coordinator, Lexie Neff to introduce myself and offer support.
- May 2024: RAS attended the onsite Health & Wellness Fair.
    - Each employee was given a Bingo card to fill with stamps from the various booths for entry into prize drawings, and I brought hot/cold packs to entice folks to my table. Based on the number of packs I distributed (not every attendee took a pack), I estimate I visited with around 80-90 employees individually or in small groups.
    - I asked employees about their work-related safety concerns and then discussed/provided safety tip sheets as were appropriate to their duties and department. I brought a variety of department-specific safety tip sheets on various topics including strain prevention, bite prevention, and slip/fall prevention.
    - I shared several of the reported safety concerns with Lexie in follow-up.
    - I met with Lexie in person onsite and again offered to attend and support her safety committee meetings.
- The Benefits Coordinator, Kinsey Klasnich requested additional safety materials for use in their electronic employee notifications and newsletters.
    - I am working on a summary specific to coping with the emotional and physical responses common in the aftermath of a physical altercation with a student.
    - I will also send our RAS newsletter “quick tips” on slip, trip, and fall prevention.

Named Insureds

ISD #709 Duluth Public Schools

Management Liability:
ISD #709 Duluth Public Schools

Location Schedule

SEE STATEMENT OF VALUES

Property

COVERAGE:
Coverage is provided on a Special Cause of Loss basis subject to all Policy Conditions, Limitations and Exclusions.

BLANKET BUILDINGS AND BUSINESS PERSONAL PROPERTY, COMPUTER HARDWARE	$500,000,000 per loss limit	*Total Values: $622,767,803*
BLANKET BUSINESS INCOME :	$1,122,000	
BLANKET EXTRA EXPENSE	$1,000,000	
EARTH MOVEMENT:	$1,000,000	
FLOOD:	$1,000,000	Excludes High Hazard Flood Zones
EQUIPMENT BREAKDOWN	Included	
DEDUCTIBLE:	$50,000 $100,000 $100,000 24 Hours 72 Hours	Property including computer hardware – all other perils Wind & Hail Deductible Flood & Earthquake Equipment Breakdown waiting period Business Income waiting period
PROPERTY VALUATION:	Replacement Cost Actual Cash Value	Buildings, Contents Roofs (excep Admin & Transportation)
COINSURANCE:	Agreed Amount	Buildings, Business Personal Property and Business Income
BUILDING ORDINANCE & LAW: **OPERATION OF BUILDING LAWS** **DEMOLITION** **INC COST OF CONSTRUCTION**	$5,000,000 Included Included Included	

Crime

COVERAGE - LOSS SUSTAINED FORM	LIMIT	DEDUCTIBLE
Employee Dishonesty – Blanket	$500,000	$250
Forgery Or Alteration	$200,000	$250
Money Orders and Counterfeit Currency	$25,000	$250
Robbery & Safe Burglary – Blanket		
Inside Premises	$5,000	$250
Safe Burglary	$5,000	$250
Outside Of Premises	$5,000	$250
Computer Fraud & Funds Transfer Fraud	$1,500,000	$250
Money & Securities		
Inside The Premises	$5,000	$250
Outside The Premises	$5,000	$250

Inland Marine

COVERAGE	LIMIT
MISCELLANEOUS SCHOOL PROPERTY	$300,000
- subject to a $1000 deductible at Replacement Cost	
Includes: band uniforms and equipment, instruments, theatrical property including scenery and costumes and athletic equipment	
MISCELLANEOUS UNNAMED LOCATIONS	
- subject to a $1000 deductible at Replacement Cost	$100,000
Includes: computer hardware, cellular phones, laptops computers, and other personal electronic devices, cameras, audio/visual equipment whilte in possession of you, our employees or students	
FINE ARTS	$100,000
- $10,000 max per item - Subject to $50,000 deductible at Actual Cash Value	
SIGNS WITHIN 1250’ OF PREMISES	Covered under the building
- subject to $50,000 deductible at Replacement Cost	
DWELLINGS UNDER CONSTRUCTION – Vocational Class- - subject to $50,000 deductible at Replacement Cost - 90 days of coverage from beginning of construction	$500,000
ELECTRONIC DATA PROCESSING- subject to $50,000 Deductible per loss. COMPUTER HARDWARE LIMIT COMPUTER SOFTWARE LIMIT	 $9,582,714 $25,000

Scheduled Equipment

COVERAGE	Limit
Scheduled Equipment	$260,574
Leased/Rented Equipment (was $125,000)	$100,000
COVERAGE:	
Policy provides coverage on a Special Cause of Loss, subject to all policy conditions, limitations and exclusions.	
VALUATION:	ACTUAL CASH VALUE
DEDUCTIBLE:	$1,000

Year	Manufacturer / Model	Description / Type	Serial #	Value
1998	Bobcat		512226974	$10,000
1999	Case		JAF0249069	$12,000
2001	John Deere		TC1600X020392	$18,000
2000	American Made	Pressure Washer		$4,500
2004	John Deere		DW544JZ592759	$90,000
	Bobcat Toolcat		AHG819*357	$52,177
	Bobcat Attachment	Snowblower	713105383	$5,875
	Bobcat Attachment	Broom	B4KZ02234	$4,266
2023	John Deere 3039R		1LV3039RHPN408481	$63,756

			TOTAL:	**$260,574**

- NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

General Liability

COVERAGE - OCCURRENCE FORM	LIMIT
General Aggregate	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage To Premises Rented to You	$100,000
Medical Expense (excluding students)	$5,000
Sexual Misconduct & Molestation Liability – Each Loss / Aggregate	$1,000,000/$1,000,000
Innocent Party Defense	$300,000
Deductible	$10,000
Violent Event Response Coverage – Aggregate	$1,000,000
Violent Event Response Coverage – each personal limit	$25,000
COVERAGE – CLAIMS MADE FORM	**LIMIT**
Employee Benefits Liability - Each Employee	$1,000,000
Employee Benefits Liability - Aggregate	$3,000,000
Retro Date	08/01/2016
Deductible	$1,000

General Liability (Continued)

CLASS CODE	CLASSIFICATION	23-24 PREMIUM BASIS	24-25 PREMIUM BASIS
47471	Public Schools – Grade K-8	5500	5578
47473	Public Schools – Grade 9-12	2713	2606
47469	Faculty Liability for Corporal Punishment of Students	731	823
48924	Swimming Pools – Commercially Operated	$6,000 (S)	$6,000 (S)
48925	Swimming Pools	2 Pools	2 Pools
	Grandstands or Bleachers	4	4
49451	Vacant Land	11.27 acres	11.27 Acres

PREMIUM BASIS CODE:	(S)	Gross Sales	(A)	Area	(P)	Payroll
	(C)	Total Cost	(U)	Unit	(T)	Other

COVERAGE FEATURES:

- Employee Benefit Liability
- Law Enforcement Professional Liability Endorsement - *$1,000,000 limit each wrongful act/$1,000,000 Aggregate, subject to $5,000 Deductible*

COVERAGE EXCLUSIONS/LIMITATIONS *(Exclusions/Limitations included but not limited to the following. Please refer to your policy for a complete list of Exclusions/Limitations)*:

- Pollution Liability Exclusion
- Employment - Related Practices Exclusion
- Professional Liability Exclusion
- Fungi/Mold or Bacteria Exclusion
- Silica Exclusion
- Construction Defects Exclusion

School Leaders Errors & Omissions Liability

COVERAGE – CLAIMS MADE FORM	LIMIT
Each Wrongful Act	$1,000,000
Aggregate	$1,000,000
Deductible – One Wrongful Act	$10,000
Retro Date	08/01/2009
Aggregate Defense Expense Amount – Non-Monetary Relief	$100,000

WHO IS PROTECTED:

Educational Institutions
Trustees, Board Members or Commissioners
Employees and Student Teachers
Volunteer Workers
Administrators

AREAS OF COVERAGE:

Wrongful acts reported during the policy period, subject to policy conditions and exclusions

DEFENSE COSTS:

Defense costs are in addition to the limit of liability for an amount equal to the limit of liability

EXCLUSIONS:

Libel, Slander, Defamation of Character	Intentional Fraudulent, Dishonest or Criminal Acts
Bodily Injury or Property Damage	Asbestos
Sexual Abuse or Molestation of Students	Pollution
Cross Claims or Counter Claims	Lead
Hazardous Properties of Nuclear Material	Punitive Damages
Pending & Prior Litigation	Salary Awards

Automobile

COVERAGE	VEHICLES COVERED	LIMIT
Liability	Any Auto	$1,000,000
Personal Injury Protection	All Autos Subject to No-Fault Laws	Basic
Uninsured Motorist	Owned Autos	$1,000,000
Underinsured Motorist	Owned Autos	$1,000,000
Hired/Non-Owned Liability	Hired/Non-Owned Autos	$1,000,000
Physical Damage		
Comprehensive Coverage	Owned Autos	$2,500
Collision Coverage	Owned Autos	$2,500
Hired Car Physical Damage	Hired Autos	$50,000
Comprehensive Deductible		$2,500
Collision Deductible		$2,500
Garage Keepers (primary)	Comprehensive & Collision Limit	$45,000
	Comprehensive Deductible	$500/$2,500
	Collision Deductible	$500
Coverage Enhancement:	Form #: Auto Extension Endorsement	

COVERED AUTOS: PER ATTACHED SCHEDULE

YEAR	MAKE	MODEL	VIN #	GARAGING LOCATION	COMP	COLL
			See Attached Vehicle Schedule			

NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

Workers' Compensation

EMPLOYER'S LIABILITY:

Bodily Injury by Accident:	Each Accident	$2,000,000
Bodily Injury by Disease:	Per Policy	$2,000,000
Bodily Injury by Disease:	Each Employee	$2,000,000

STATES:

MN
Includes: Other States Coverage except Monopolistic States

SCHEDULE OF OPERATIONS:

STATE	CODE	CLASSIFICATION	23-24 PAYROLL	24-25 PAYROLL
MN	8868	Professional	$72,100,000	$65,195,661
MN	9101	Maintenance/Food Service	$5,150,000	$4,080,697
MN	7382	Bus Drivers	$1,030,000	$1,681,508
MN	8385	Bus Mechanics	$121,540	$114,362
			Manual Premium	$90,943
			Expense Constant	$220
			Terrorism	$7,107
			MN Special Compensation Fund	$7,825
			Claim Handling Fees	$12,700
			Loss Control Fee	$3,000
			MMA Agency Fee	$25,000
			Total Cost of Program	**$146,795**

* This Workers' Compensation policy is subject to an annual audit. The final premium is determined after the audit has been completed.

Cost of program based on $100,000 per claim deductible

Workers' Compensation Renewal Exhibit

Program	2023/2024 $100,000 Deductible	2024/2025 $100,000 Deductible
Aggregate	$440,000	$440,000
Premium	$123,475	$106,095
Claim Handling Fee	$ 16,200	$ 12,700
Loss Control Fee	$ 3,000	$ 3,000
Agency Fee	$ 25,000	$ 25,000
*** Cost of Program**	**$167,675**	**$146,795**
Estimated Payrolls	$78,401,450	$71,072,228
Composite Rate/$100	$ 0.1328	$ 0.128

Projected Cost of Risk as of	8/1/2023	6/15/2024	8/1/2024
Projected Losses within Ded.	$180,324	$ 75,512	$106,608
Cost of Program	$167,675	$167,675	$146,795
Total Cost of Risk	**$347,999**	**$243,187**	**$253,403**

For Comparison:

$2500 Deductible Cost Option	$419,629	$341,279
Guaranteed Cost Option		$378,017

Projected Cost of Risk is based on the most recent 5 years loss history

*cost of program includes RAS fees, MN Special Comp Fund premium, terrorism and expense constant

Workers' Compensation (Continued)

EXPERIENCE MODIFICATION FACTOR HISTORY:

POLICY TERM	EXPERIENCE MOD.
2024-2025	.68
2023-2024	.78
2022-2023	.85
2021-2022	1.38
2020-2021	1.37

Umbrella

LIMIT OF LIABILITY	LIMIT
Each Occurrence	$5,000,000
Annual Aggregate	$5,000,000
Retention	$10,000

COVERAGE:
The policy agrees to *pay on behalf of* the Insured for all sums, which they are obligated to pay as damages resulting from all operations. The Limit of Liability is over the policy limits of the primary insurance.

COMMENTS:

- This policy includes a Fungi/Mold or Bacteria Exclusion.
- Excluded: Law Enforcement Legal Liability
- Excluded: Uninsured & Underinsured Motorists
- Excluded: Cyber Liability

UNDERLYING SCHEDULE:

COVERAGE		LIMIT
General Liability	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products Aggregate	$2,000,000
	Personal and Advertising Injury	$1,000,000
School Leaders E&O	Each Loss	$1,000,000
	Aggregate	$1,000,000
Sexual Misconduct	Each Loss	$1,000,000
	Aggregate	$1,000,000
Automobile Liability	Combined Single Limit	$1,000,000
Employers Liability	B.I. Each Accident	$2,000,000
	B.I. by Disease Policy Limit	$2,000,000
	B.I. by Disease each Employee	$2,000,000
Employee Benefits Liability	Each Employee	$1,000,000
	Aggregate	$3,000,000

Marketing Results – Network Security & Privacy Liability

Listed below are the insurance companies approached to obtain quotations on your insurance program:

Carrier	Best's Rating	Result
Beazley (Incumbent)	A XV	*(Incumbent)* Limit/Retention - $2M/$100K **Premium – $75,000** **Requiring MFA for student access to email**
Chubb	A++ XV	***Indication*** Limit/Retention – $2M/$100K **Premium – $60K-$70K**
Coalition	A XV	*No response*
Cowbell	A XV	Limit/Retention - $1M/$25K **Premium – $36,033.66**
TMHCC (Recommended)	A++ XV	Option 1: Limit/Retention - $2M/$25K **Premium – $36,261** Option 2: Limit/Retention - $2M/$50K **Premium – $32,965**
Travelers	A++ XV	Declined – No MFA for Web Based Email

Secure Best's Ratings Scale

A++ and A+	Superior
A and A-	Excellent
B++ and B+	Very Good

Vulnerable Best's Ratings

B and B-	Fair
C++ and C+	Marginal
C and C-	Weak
D	Poor

Financial Size Category

FSC I	less than 1M	FSC V	10M to 25M	FSC IX	250M to 500M	FSC XIII	1,250M to 1,500M
FSC II	1M to 2M	FSC VI	25M to 50M	FSC X	500M to 750M	FSC XIV	1,500M to 2,000M
FSC III	2M to 5M	FSC VII	50M to 100M	FSC XI	750M to 1,000M	FSC XV	greater than 2,000M
FSC IV	5M to 10M	FSC VIII	100M to 250M	FSC XII	1,000M to 1,250M		

Network Security & Privacy Liability

INSURED:	ISD #709 Duluth Public Schools
INSURER:	Syndicate 2623/623 at Lloyd's – Beazley (***Non-Admitted)***
AM BEST RATING:	A XIV ***(Excellent)***
POLICY FORM:	F00653 (11/17)
POLICY TERM:	August 1, 2024 to August 1, 2025

CLAIMS MADE COVERAGE	2023-2024 EXPIRING	2024-2025 RENEWAL
LIMITS:		
Breach Response*		
Number of Notified Individuals	*250,000*	250,000
Legal, Forensic & Public Relations / Crisis Management	*$ 1,000,000*	$ 1,000,000
Additional Breach Response Costs		
Additional Breach Response Costs	*$ 2,000,000*	$ 2,000,000
First Party Loss		
Business Interruption Loss		
Resulting from Security Breach	*$ 2,000,000*	$ 2,000,000
Resulting from System Failure	*$ 2,000,000*	$ 2,000,000
Dependent Business Loss		
Resulting from Dependent Security Breach	*$ 1,000,000*	$ 1,000,000
Resulting from Dependent System Failure	*$ 1,000,000*	$ 1,000,000
Cyber Extortion	*$ 2,000,000*	$ 2,000,000
Data Recovery Costs	*$ 2,000,000*	$ 2,000,000
Liability		
Data & Network Liability	*$ 2,000,000*	$ 2,000,000
Regulatory Defense & Penalties	*$ 2,000,000*	$ 2,000,000
Payments Cards Liabilities & Costs	*$ 250,000*	$ 250,000
Media Liability	*$ 2,000,000*	$ 2,000,000
eCrime		
Fraudulent Instruction	*$ 250,000*	$ 250,000
Funds Transfer Fraud	*$ 250,000*	$ 250,000
Telephone Fraud	*$ 250,000*	$ 250,000
Criminal Reward		
Criminal Reward	*$ 50,000*	$ 50,000

Network Security & Privacy Liability (Continued)

Policy Aggregate Limit of Liability	*$ 2,000,000*	$ 2,000,000
DEDUCTIBLE: (PER CLAIM)		
Each Incident, Claim or Loss	*$ 100,000*	$ 100,000
Forensic & Public Relations / Crisis Management	*$ 50,000*	$ 50,000
Legal Services Only	*$ 25,000*	$ 25,000
Notified Individuals Threshold	*100*	100
Waiting Period	*10 Hours*	10 Hours
ANNUAL PREMIUM:	***$ 75,000***	**$ 75,000**
Surplus Lines Tax	*$ 2,250*	*$ 2,250*
Surplus Lines Fee	*$ 30*	*$ 30*
TOTAL ANNUAL PREMIUM	***$ 77,280***	***$ 77,280***

RETROACTIVE DATE: Full Prior Acts

CONTINUITY DATE: August 29, 2014

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:
(Per Expiring, Unless Noted)
1. Optional Extension Period and Optional Extension Premium
2. Lloyd's Certificate – No Policy Language
3. Sanction Limitation Clause
4. Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)
5. Radioactive Contamination Exclusion Clause – Liability – Direct (U.S.A.)
6. Lloyd's Security Schedule 2024
7. Asbestos, Pollution, and Contamination Exclusion Endorsement
8. Cap on Losses Arising Out of Certified Act of Terrorism
9. Employee Device Endorsement
10. Amend Definition of Fraudulent Instruction (Artificial Intelligence) – ***NEW***
11. Invoice Manipulation Coverage – $250,000 Sublimit
12. Reputation Loss – $2,000,000 Sublimit
13. Post Breach Remedial Services Endorsement – 100 Hours
14. Amend Data Recovery Costs
15. GDPR Cyber Endorsement
16. Computer Hardware Replacement Cost – $2,000,000 Sublimit
17. Amend Definition of Data
18. Contingent Bodily Injury Endorsement with Sublimit – $100,000
19. Voluntary Shutdown Coverage
20. Cryptojacking Endorsement – $2,000,000 Sublimit
21. Policyholder Disclosure Notice of Terrorism Insurance Coverage
22. Amend Continuity Date (08/01/2018 for $1M excess of $1M)
23. War and Civil War Exclusion
24. First Party Loss Exclusion Amendatory Endorsement
25. MMA Amendatory Endorsement
26. Public Schools Amendatory Endorsement

Network Security & Privacy Liability (Continued)

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM (continued):
27. Catastrophic First Party Loss Amendatory Endorsement (Full Limits)
28. Choice of Law and Service of Suit – New York

SUBJECT TO:
- Completed Acknowledgement Form

PAYMENT TERMS:
- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request

Network Security & Privacy Liability - TMHCC

INSURED:	ISD #709 Duluth Public Schools
INSURER:	*Houston Casualty Company* (TMHCC) ***(Non-Admitted)***
AM BEST RATING:	A++ XV ***(Excellent)***
POLICY FORM:	NetGuard Policy NGP 1000 (4.2020)
POLICY TERM:	August 1, 2024 to August 1, 2025

CLAIMS MADE COVERAGE	2024-2025 OPTION 1	2024-2025 OPTION 2
LIMITS:		
Maximum Policy Aggregate	$ 2,000,000	$ 2,000,000
Third Party Liability		
Multimedia Liability Coverage	$ 2,000,000	$ 2,000,000
Security and Privacy Liability Coverage	$ 2,000,000	$ 2,000,000
Privacy Regulatory Defense and Penalties Coverage	$ 2,000,000	$ 2,000,000
PCI DSS Liability Coverage	$ 2,000,000	$ 2,000,000
Bodily Injury Liability Coverage	$ 250,000	$ 250,000
Property Damage Liability Coverage	$ 50,000	$ 50,000
TCPA Defense Coverage	$ 50,000	$ 50,000
First Party Insuring Agreements		
Breach Event Costs Coverage	$ 2,000,000	$ 2,000,000
Post Breach Remediation Costs Coverage	$ 25,000	$ 25,000
BrandGuard Coverage	$ 2,000,000	$ 2,000,000
System Failure Coverage	$ 2,000,000	$ 2,000,000
Dependent System Failure Coverage	$ 2,000,000	$ 2,000,000
Cyber Extortion Coverage	$ 2,000,000	$ 2,000,000
Cyber Crime Coverage		
Financial Fraud	$ 250,000	$ 250,000
Telecommunications and Utilities Fraud	$ 250,000	$ 250,000
Phishing Fraud Sublimits		
-Your Phishing Fraud Loss	$ 250,000	$ 250,000
-Client Phishing Fraud Loss	$ 250,000	$ 250,000
-Phishing Fraud Aggregate	$ 250,000	$ 250,000
Cyber Crime Aggregate	$ 250,000	$ 250,000
Bricking Loss Coverage	$ 2,000,000	$ 2,000,000
Property Damage Loss Coverage	$ 50,000	$ 50,000
Reward Expenses Coverage	$ 50,000	$ 50,000
Court Attendance Costs Coverage	$ 25,000	$ 25,000
Additional Defense Costs Limit	N/A	N/A
Breach Event Costs Outside the Limit	Included	Included

Network Security & Privacy Liability – TMHCC (Continued)

RETENTION:		
System Failure Waiting Period	8 Hours	8 Hours
Dependent System Failure Waiting Period	12 Hours	12 Hours
BrandGuard Waiting Period	14 Days	14 Days
All Others, Each Claim	$ 25,000	$ 50,000
ANNUAL PREMIUM:	**$ 36,261.00**	**$ 32,965.00**
Policy Fee	$ 195.00	$ 195.00
Surplus Lines Tax	$ 1,093.68	$ 994.80
Stamping Fee	$ 14.58	$ 13.26
Total Annual Premium	**$ 37,564.26**	**$ 34,168.06**

RETROACTIVE DATE: Full Prior Acts

KNOWLEDGE DATE: Inception

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:

1. Amendment of Created or Acquired Subsidiaries Clause
   - Acquisition Threshold: 10%
2. Amendment of Other Insurance Provisions: Excess Insurance
3. Biometric Claims Sublimit
   - $250,000 Each Biometric Claim/$250,000 Aggregate
   - Deductible to Match Policy
   - Full Prior Acts
4. Nuclear Incident Exclusion
5. Policyholder Disclosure Notice of Terrorism Insurance Coverage
6. Service of Suit
7. War and Cyber Operation Exclusion

SUBJECT TO:

- Completed Acknowledgment Form
- Signed Application Dated Within 45 Days of Effective Date
- Completed Question 23 on Application

Non-Admitted Carriers Disclosure

"Non-admitted Carriers" were developed for high-risk or unique exposures which conventional companies refuse to supply. A "Non-admitted Carrier" is not supported by state guarantee funds, meaning that if they fail, your premium and your insurance is probably lost. "Non-admitted Carriers" are generally not subject to regulation by your individual state insurance department therefore, the financial rating for a "Non-admitted Carrier" is of importance.

This proposed insurance coverage is being quoted to you under your State's Surplus Lines Insurance Act. The insurer is an eligible Surplus Lines Insurer, but is not otherwise licensed by your State.

In case of insolvency of the insurer after you purchase the proposed insurance coverage, payment of claims is not guaranteed.

This policy is not included for coverage under your State's Insurance Guaranty Association.

Name of Insurer: Houston Casualty Company

I have read the foregoing notice and received a copy for my records this _____ day of _____.

Signature: _____ *Date:*_____

Minimum Earned & Deposit Premiums

We are providing clarification of the following terms as they are often misunderstood.

Minimum and Deposit

This is the amount of premium due at inception. Although the policy is “ratable” that is, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

Credit Policy

Marsh & McLennan Agency strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

- All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.
- For direct bill policies: Notices you receive from your insurer regarding past due premiums or cancellations due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). Because your bill comes directly from your insurer, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Terrorism Risk Insurance Act

Effective November 26, 2002, Terrorism coverage provided by the Terrorism Risk Insurance Act of 2002 (TRIA) was made available in your policy(ies). In 2007, the federal government signed the version that was passed by the Senate and House. The bill eliminates the distinction between foreign and domestic acts of terrorism and otherwise keeps the program in tact under roughly its current terms through December 31, 2027.

The premium charged for the terrorism coverage is outlined below:

COVERAGE	PREMIUM IF PURCHASED
Property	$2,457
General Liability	$1,406
Law Enforcement Legal	$15
School Leaders E&O	$1,423
Workers' Compensation (Cannot reject coverage)	$7,107
Umbrella/Excess	$791

- With the exception of Workers' Compensation, the Act gives you the right to reject the offer of terrorism coverage. You may waive such coverage by signing a written statement. (See Affirmation Waiver from insurance company.)

- The Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) retains most of the provisions of the original program, however, the following coverages are not included under the federal program.
    - Commercial Automobile, Garage Liability, Dealer's Blanket, Professional Liability Surety/Crime, Burglary & Theft and Farm Owner's Multi-Peril.

NOTE:

- Actual coverage provided by your policy for acts of terrorism, as defined in the Terrorism Insurance Act of 2015 are limited by the terms, conditions, exclusions, limits, other provisions of your policy, and/or any endorsements to the policy and are subject to applicable laws.

Compensation Disclosure & Limitation of Liability

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **https://mma.marshmma.com/non-us-affiliates**. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

Compensation Disclosure & Limitation of Liability (Continued)

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html.**

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed one times annual revenue, and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev March 15, 2024

Disclaimer

No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. Refer to the actual policy for complete information on the coverages provided. If there is a conflict between the policy and this summary, the provisions of the policy shall govern.

This proposal contains a brief outline of coverages and not a complete explanation of insurance being presented. It is intended to provide a summary of coverage for your review. Only the policy itself can provide a detailed description of the terms conditions, exclusions and endorsements of coverage. A complete specimen policy form will be made available upon your request. For details of coverage refer to the policy itself when issued. This document is neither a binder nor a legal interpretation of the insurance coverage.

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, please contact us as questions arise and or exposure changes occur. We must discuss how they affect your insurance program.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to another state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

Your insurance program will only be as good as the communication between your organization and Marsh & McLennan Agency.

Best Financial Rating

COMPANY	A.M. BEST RATING	WEBSITE	RATING DATE
Accident Fund	A XIV	www.accidentfund.com	12/7/2022
Acuity	A+ XV	www.acuity.com	1/25/2023
Affiliated FM Insurance Co.	A+ XV	www.affiliatedfm.com	1/127/2023
Allied Insurance Group	A+ XV	www.alliedinsurance.com	12/1/2022
American Compensation Ins Co. (RTW)	A XV	www.rtw.com	7/27/2022
American Interstate	A IX	www.amerisafe.com	7/14/2022
Capitol Indemnity	A VIII	www.capitolindemnity.com	1/10/2023
AXA XL / Catlin	A+ XV	www.xlcatlin.com	11/9/2022
AIG	A XV	www.aig.com	12/16/2022
Chubb	A++ XV	www.chubb.com	12/1/2022
Cincinnati Insurance Company	A+ XV	www.cinfin.com	2/9/2023
CNA	A XV	www.cnacentral.com	8/4/2022
Community Insurance Corporation	Not Rated	www.communityinsurancecorporation.com	N/A
Continental Western	A+ XV	www.continentialwestern.com	6/1/2023
Crum & Forster	A XV	www.cfins.com	7/14/2022
Dakota Truck Underwriters (member of Dakota Group)	A- VIII	www.rascompanies.com	7/27/2022
EMC	A XIV	www.emcinsurance.com	12/21/2022
Fidelity & Deposit of Maryland	A+ XV	www.zurichna.com	10/21/2022
Firemans Fund	A+ XV	www.firemansfund.com	3/8/2023
Hanover	A XV	www.hanover.com	6/22/2023
Harleysville	A+ XV	www.harleysvillegroup.com	12/1/2022
Hartford	A+ XV	www.thehartford.com	8/25/2022
Hartford Steam Boiler	A++ XI	www.hsb.com	7/29/2022
Indiana Insurance (member of Liberty Mutual)	A XV	www.indiana-ins.com	7/27/2022
Indiana Lumbermens Mutual	A- VIII	www.plmilm.com	6/16/2022
Lexington	A XV	www.intactspecialty.com	12/16/2022
Liberty Mutual	A XV	www.aig.com	7/27/2022
Markel	A XV	www.libertymutualgroup.com	9/30/2022
Medmarc	A XIII	www.markelcorp.com	5/23/2023
Intact / Atlantic Specialty	A+ XV	www.medmarc.com	5/18/2023
Pennsylvania Lumbermens Mutual	A- VIII	www.plmins.com	6/16/2022
Philadelphia	A++ XV	www.phly.com	12/14/2022
QBE	A XV	www.qbena.com	5/5/2023
SFM	A- IX	www.sfmic.com	4/18/2023
Society Insurance	A- VIII	www.societyinsurance.com	6/23/2023
Travelers	A++ XV	www.travelers.com	7/29/2022
United Fire & Casualty	A- X	www.ufginsurance.com	8/18/23
United Heartland (see Accident Fund)	A XIV	www.accidentfund.com	12/7/2022
Virginia Surety	A XIV	www.assurant.com	8/26/2022
Wausau (member of Liberty Mutual)	A XV	www.wausau.com	7/27/2022
West Bend Mutual Insurance/NSI	A XIV	www.thesilverlining.com	6/14/2023
Western National Mutual Insurance Company	A+ XI	www.wnins.com	8/12/2022
Westfield National Insurance Company	A XV	www.westfieldinsurance.com	1/31/2023
Zurich	A+ XV	www.zurichna.com	10/21/2022

Secure Best's Ratings Scale

A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++ and C+	Marginal
B++ and B+	Very Good	C and C-	Weak
		D	Poor

Vulnerable Best's Ratings

Financial Size Category (per million)

FSC I less than 1	FSC V 10 to 25	FSC IX 250 to 500	FSC XIII 1,250 to 1,500
FSC II 1 to 2	FSC VI 25 to 50	FSC X 500 to 750	FSC XIV 1,500 to 2,000
FSC III 2 to 5	FSC VII 50 to 100	FSC XI 750 to 1,000	FSC XV greater than 2,000
FSC IV 5 to 10	FSC VIII 100 to 250	FSC XII 1,000 to 1,250	

Minneapolis
6160 Golden Hills Drive
Minneapolis, MN 55416
(763) 746-8000

Duluth
332 West Superior St., Suite 700
Duluth, MN 55802
(218) 722-7753

Grand Rapids
520 NE First Ave Suite 2
Grand Rapids, MN 55744
(218) 248-8396

Hibbing
2226 1st Avenue
Hibbing, MN 55746
(218) 262-6611

Virginia
820 9th St N, Ste 100
Virginia, MN 55792
(218) 248-8396

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 23 2024
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
District Service Center	Kala Pedersen (Essentia Health)	$500.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Jnana Hand	$25.00	Unity In Our Community	
District Service Center	Anonymous	$25.00	Unity In Our Community	
District Service Center	Jason Wiederin	$100.00	Unity In Our Community	
District Service Center	Duluth Texas Roadhouse	$250.00	Unity In Our Community	
East HS	Irving Community Association	$3,000.00	Youth Leadership Conference	
East HS	Susan L Coen	$250.00	Duluth HOSA	
East HS	Shake It West Duluth - Tanya Templer	$125.00	Duluth HOSA	
East HS	Quin Flaig	$250.00	Duluth HOSA	

East HS	David Haugen	$100.00	Duluth HOSA	
East HS	RW Fern Associates Inc	$50.00	Duluth HOSA	
Lincoln Park MS	Christian Eggert Violins	In-kind	Orchestra	Donated a cello for LPMS Orchestra
Piedmont ES	Roberta Klekotka	$700.00	$250.00 for Jennifer LaBoone's classroom, $250.00 for Heidi Owens' classroom and $200.00 for Maya Vukelich's Social Worker fund	

ISD 709
DULUTH PUBLIC SCHOOLS
JUL 23 2024
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Duluth Superior Area Community Foundation/2024 Priminent STEM Education Fund	Danette Seboe	Denfeld High School and Duluth East High School	$4, 500	Forensic Science Course Equipment and Supplies

B-7-24-4051

July 23, 2024