

**Consent Agenda - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 15, 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 - September 17, 2024 3
- 2) Special School Board Meeting Re: Legal - October 1, 2024 7
- 3) Special School Board Meeting Re: Licensure Variance - October 1, 2024 8

**B. Approval of Action Items**

- 1) Human Resources
  - a. HR Staffing Report 9
  - b. Job Description - Attendance Coordinator Paraprofessional 10
  - c. Other Action Items
- 2) Finance
  - a. Financial Report 14
  - b. Fundraisers 15
  - c. Bids, RFPs and Quotes - None
  - d. Contracts, Change Orders, Leases - None
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting 16
  - a. Correction Action Plan (CAP) for Head Start
- 4) Other
  - a. Diploma Requests
    - (1) Diplomas 2024 18
  - b. Field Trip Requests
    - (1) Extended Field Trips 22
  - c. Data Sharing Agreements

**C. Approval of Policy Readings**

- 1) First Readings - None
- 2) Second Readings - None
- 3) For Review
  - a. 102 Equal Educational Opportunity 26
  - b. 418 Drug Free Workplace Drug Free School 30
  - c. 419 Tobacco-Free Environment 40
  - d. 531 The Pledge of Allegiance 46

**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) <u>Monthly Committee of the Whole - October 1, 2024</u>	<u>48</u>
2) <u>Policy Committee - October 1, 2024</u>	<u>97</u>
3) <u>Human Resources/Business Services Committee - October 8, 2024</u>	<u>112</u>

Henry Banks: Present  
Kelly Durick Eder: Absent  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Present  
Sarah Mikesell: Present  
Amber Sadowski: Present  
Stephanie Williams: Present  
Present: 6, Absent: 1.

1. Call to Order  
at 6:31 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

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

Member Patronas presented the East Student Report.

Member Miller presented the Denfeld Student Report.

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report.

Topics included:

Student Reports

School Board Recognition

Back-to-School Updates

Superintendent Goals

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 *(September 5, 2024)*

Assistant Superintendent Bonds presented the Community of the Whole Report.

### 7.B. Human Resources/Business Services Committee *(September 10, 2024)*

Member Sadowski presented the Human Resources/Business Services Committee Report. Executive Director of Business Services and Finance explained the Maximum Levy Certification.

### 7.C. Policy Committee *(September 5, 2024)*

Member Loeffler-Kemp presented the Policy Committee Report.

## 8. General Board Committee Updates

Member Williams presented information regarding the Parks and Recreation Meeting. Member Sadowski presented information regarding the American Indian Parent Advisory Committee (AIPAC) Meeting. Member Sadowski presented information regarding the Head Start Policy Council Meeting. Member Sadowski presented information regarding the Inter-Governmental Meeting. Member Mikesell presented information regarding the Inter-Governmental Meeting. Member Loeffler-Kemp presented information regarding the Head Start Policy Council Meeting. Chair Lofald presented information regarding the Board of School Administrators and Minnesota School Board Association Coffee & Conversation Meetings.

## 9. Consent Agenda

Move to approve the Consent Agenda. This motion, made by Stephanie Williams and seconded by Sarah Mikesell, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

## 10. Resolutions from Committee Reports

### 10.A. B-9-24-4056 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-9-24-4-56 Acceptance of Donations to Duluth Public Schools. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

### 10.B. B-9-24-4057 - Maximum Levy Certification

Move to Approve Resolution B-9-24-4057 Maximum Levy Certification. This motion, made by Amber Sadowski and seconded by Henry Banks, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

## 11. Special Resolutions and Action Items

### 11.A. HR-9-24-4055 NCFO Bargaining Unit Contract - PLACEHOLDER

Move to Approve Resolution HR-9-24-4055 NCFO Bargaining Unit Contract. This motion, made by Sarah Mikesell and seconded by Rosie Loeffler-Kemp, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

11.B. SP-9-24-4058 :Legislative Resolution: Increasing Technology Funding For Minnesota Schools

Move to Approve Resolution SP-9-24-4058 Legislative Resolution: Increasing Technology Funding for Minnesota Schools. Discussion was had. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

11.C. SP-9-24-4059 Legislative Resolution: Special Education

Move to Approve Resolution SP-9-24-4059 Legislative Resolution: Special Education. Discussion was had. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

11.D. SP-9-24-4060 Legislative Resolution: Increasing Funding for Career and Technical Education in Minnesota

Move to Approve Resolution SP-9-24-4060 Increasing Funding for Career and Technical Education in Minnesota. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

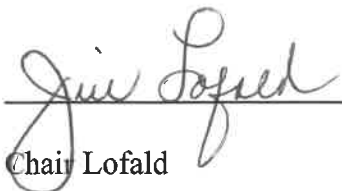
12. Questions / Other


13. Adjournment

Move to Adjourn at 8:34 p.m. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 6, Nay: 0, Absent: 1

  
Chair Lofald

  
Clerk Sadowski



Special [Closed] School Board Meeting -  
Legal  
Tuesday, October 1, 2024 4:00 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 4:00 p.m.

2. Roll Call

3. Closed Session pursuant to Minnesota Statute 13D.05, subdivision 3(b) for confidential discussion with legal counsel regarding litigation that appears imminent.

Move to convene to a closed session at 4:03 p.m. 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

Reconvened at 5:07 p.m.


4. Official Action Related to Closed Session, If Necessary

5. Adjournment

Move to Adjourn at 5:08 p.m. This motion, made by Stephanie Williams and seconded by Kelly Durick Eder, 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 School Board Meeting - Licensure  
Variance  
Tuesday, October 1, 2024 5:30 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 7:11 p.m.

2. Roll Call

3. Approval of Licensure Variance for Community Education Coordinator

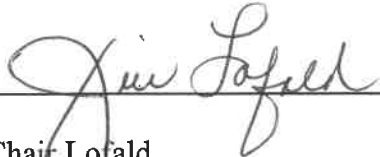
Move to Approve the Licensure Variance for Community Education Coordinator. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.

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

4. Adjournment


Move to Adjourn at 7:13 p.m. This motion, made by Sarah Mikesell and seconded by Kelly Durick Eder, 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



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Chair Lofald



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Clerk Sadowski

**HUMAN RESOURCES ACTION ITEMS FOR: October 15, 2024**

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BARTLETT, ALESHA M	VISUAL ARTS/ROCKRIDGE,CHESTER CREEK, MERRITT CREEK, (MA) IV 3, 1.0	08/27/2024
BORAK, CHARLES E	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+45) IV 9, 1.0, AAGENES-JASPERSON S. RESIGNED	08/26/2024
DIBBLE, ASHLEY N	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (MA) IV 3, 1.0,	08/26/2024
DISSELL, DANIEL G	EARTH SCIENCE/DENFELD, (MA) STEP 9, 1.0, BOHAN B. DISPLACED	08/26/2024
FORBORT, SCOTT W	ENGLISH/AEO,ALC, (MA) IV 9, 0.5, JANSON. L RESIGNED	08/26/2024
JACOBI, RYAN J	SOCIAL STUDIES/DENFELD, (BA) III 2, 0.5	08/26/2024
JOHNSON, BRIAN P	HOURLY TEACHER/DAE, 14/38WKS, \$30.00	08/26/2024
KANE, KATHERINE M	HOURLY TEACHER/DAE, 14/38WKS, \$30.00/HR, SWARD L. RESIGNED	08/26/2024
KLENNERT, KAITLIN M	VISUAL ARTS TEACHER/ORDEAN, (BA) III 2, 0.7	08/26/2024
KUBIK, BETHANY A	MATH INTERVENTIONIST TOSA/LINCOLN PARK, (PHD) V 9, 1.0, BRECKENRIDGE R. TRANSFER	08/26/2024
KUHN, JENNIFER L	SPED STEPS IV TOSA/ROCKRIDGE, (MA) IV 5, 1.0, DERRICK J. DISPLACED	08/26/2024
LEMKE, ERIC J	BUSINESS ED TEACHER/EAST, (BA+15) III 8, 1.0	08/26/2024
LITTLE, THRESE M	VISUAL ARTS TEACHER/ORDEAN, (MA) IV 9, 1.0	08/26/2024
NETTLETON, JENNIFER F J	SPED EBD SETTING III TEACHER/DENFELD, (MA) IV 9, ALLEN F. DISPLACED	08/26/2024
NETTLETON, KEVIN E	DEAN OF STUDENTS TOSA/DENFELD, (MA+45) IV 9, 1.0,	08/27/2024
NIELSEN, CLAIRE J	SPED RESOURCE TEACHER/LESTER PARK, (BA) III 1, 1.0, ABRAHAMSON, D RETIRED	08/26/2024
NUPEN, MATTHEW C	CTE BUSINESS & MARKETING COMPUTER SCIENCE/DENFELD, (BA+15) III 8, 1.0	08/26/2024
ORLOWSKI, DELILA L	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 6, 1.0, PECK A. LOA	08/26/2024
RAITZ, MARIANNE	GRADE 1 SPANISH IMMERSION/LOWELL, (MA) IV 9, QUINN C. MATERNITY LEAVE	08/26/2024
RESSEMANN, MADISON K	PRESCHOOL TEACHER/MYERS-WILKINS, (BA) III 4, 1.0, BROWN L. RESIGNED	08/26/2024
SUOMALA, BRITTANY ANN	GRADE 1/LOWELL, (BA) III 5, 1.0, KELLEY, L. TRANSFER	08/26/2024
VOIGT, HEIDI P	SPANISH TOSA/AEO, (BA+30) III 4, 0.6, CUMMINS J. RESIGNED	08/26/2024
VOIGT, HEIDI P	HEALTH TOSA/AEO,ALC, (BA+30) III 4, 0.4	08/26/2024
WRIGHT, MYRIAM A	LTS GRADE 5 SPANISH IMMERSION/LOWELL, (BA) III 8, QUINN C. MATERNITY LEAVE	08/26/2024
YOUNGMAN, STEPHANIE M	SKILLS FOR SUCCESS/LINCOLN PARK, (BA) III 8, 1.0	08/26/2024
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BEYER, JUSTINE J	KINDERGARTEN TEACHER/MYERS WILKINS	11/04/2024 01/31/2024
DANIELSON, CHLOE K	SPECIAL EDUCATION SOCIAL WORKER/STOWE	08/19/2024 11/11/2024
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
PECK, MATTHEW R	GRADE 5 SPANISH IMMERSION - LOWELL ES	06/07/2024
SCHNEIDER, ANNAMARIE	ELEM READ INTERVENTIONIST - MYERS-WILKINS ES	06/06/2024
SHEVICH, ANDREA L	GRADE 1 - LAURA MACARTHUR	08/22/2024
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
SIEMSEN, MARY B	SPED RESOURCE - PIEDMONT	06/07/2024
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ANDERSON, HALEY A	OSS/EAST, 40/44WKS, \$16.82/HR, PREBEG B. RESIGNED	08/19/2024
ANDERSON, SOMMER M	SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$20.05/HR, KNEELAND S. RETIRED	08/28/2024
BAILEY-TURNER, JOSEPH W	NUTRITIONAL SERVICE ASST/DENFELD, 23.75/38WKS, \$15.68/HR, BOO B. RESIGNED	08/28/2024
CURNOW, LOUISE A	PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$20.04/HR, PERPICH C. RESIGNED	08/26/2024
ENGBRETSON, DAVID J	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.88/HR, SOLARZ A. RESIGNED	08/26/2024
GERSICH, BRENDA K	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR	08/26/2024
HARVEY, MAXIMILIAN R	PRESCHOOL PARA/STOWE, 23/38WKS, \$20.75/HR, WILTON P.	08/26/2024
HETRICK, EMMA M	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$21.07/HR,	08/26/2024
HUNEKE, EMILY A	SPED PROGRAM PARA/DISTRICT WIDE, 12/38WKS, \$21.42/HR, MATTHEWS L. RESIGNED	08/26/2024
JONES, JENNIFER N	CHECK AND CONNECT PARA/LINCOLN PARK, 40/38WKS, \$26.54/HR, PAYNE L.	08/26/2024
KIRBY, ANNIKA J	CHECK AND CONNECT PARA/EAST, 40/38WKS, \$26.40/HR, ZWAK E. RESIGNED	08/26/2024
KOEHLER, SHEILA M	ECFE PARA/PIEDMONT, 10/38WKS, \$18.46/HR,	08/26/2024
LUNDORFF, JAMES B	SPED BW PARA/CONGDON. 31.25/38WKS, \$21.35/HR, MICKELSON H. TRANSFER	08/26/2024
MILLER, KAITLYN L	SPED STUDENT SPECIFIC PARA/DENFELD, 32.5/38WKS, \$21.62/HR,	08/26/2024
MOTZKO, LILY G	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR, BALSAVICH J. LOA	08/26/2024
OLSON, CRYSTAL F	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 15/38WKS, \$15.68/HR	08/28/2024
PHILLIPS, CASSANDRA M	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.04/HR	08/26/2024
REINKING, AMBER L	NUTRITIONAL SERVICE ASST/EAST, 23.75/38WKS, \$15.68/HR,	08/28/2024
SANDERS, TERI A	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$21.35/HR, CANFIELD-EVANSON K.	08/26/2024
SCHILLING, HELEN M	HOURLY CLERICAL/DSC, 12.5/52WKS, \$15.00/HR, HARVICK C.	08/19/2024
SMITH, ERIN M	NUTRITIONAL SERVICE ASST/DENFELD, 18.75/38WKS, \$15.68/HR	08/28/2024
TIEGEN-TRACY, ASHLEY A	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$21.35/HR, FREESE T. RESIGNED	08/26/2024
<b><u>NON-CERT PRESUMED RESIGNED</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
KEDROWSKI, MARK D	SPED LPN PARA - DENFELD	09/04/2024
SALISBURY, HANNAH J	SPED PROG PARA SETTING III/IV - LOWELL ES	09/04/2024
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BROOKS, IVIE M	MENTAL HEALTH PRACTITIONER - MYERS-WILKINS ES	08/26/2024 06/06/2025
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BAKER, HEIDI J	CHECK & CONNECT PARA - DENFELD HS	08/30/2024
GOODSKY, TEAGUE E	CULTURAL IMMERSION PROG PARA - LOWELL ES	06/07/2024
GUIDOTTI, SHEAHAN K	SPED BW PARA - MYERS-WILKINS ES	06/07/2024
PETERSON, CHASE P	SPED ECSE PARA - LAURA MAC ES	06/07/2024
RUDOLPH LAVALIER, LOGAN I	TECH TUTOR PARA - DENFELD HS	06/07/2024
RUNNELS, ROBERT O	SPED PROG PARA SETTING III/IV - DENFELD HS	06/07/2024
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV - EAST HS	08/01/2024
SWANSON, HANNAH R	SPED BW PARA - LOWELL ES	06/07/2024
VICTOR, KASAUNDR A	CHECK & CONNECT PARA - DENFELD HS	08/07/2024
WISELEY, LAUREN E	SPED PROG PARA SETTING III/IV - LESTER PARK ES	08/01/2024
<b><u>NON-CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
PACK, THERESA V	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	09/17/2024

CLASSIFICATION DESCRIPTION  
Attendance Coordinator Paraprofessional

<b><u>Title of Immediate Supervisor:</u></b> School Principal	<b><u>Department:</u></b> Denfeld High School	<b><u>FLSA Status:</u></b> Non-Exempt
<b><u>Accountable For (Job Titles):</u></b> N/A		<b><u>Pay Grade Assignment:</u></b> Educational Assistants, Addendum A, Wages

<b>General Summary or Purpose of Job:</b>
<p>The Attendance Coordinator Paraprofessional will focus on attendance promotion and recovery. This position will work closely with the Attendance Action Team, Families in Transition staff, Special Education Case Managers, BARR Community Connect, the Student Attendance Review Board (SARB) and other District support staff including Check and Connect Mentors, Integration Specialists and American Indian Home School Liaison. Work will also require communication and coordination with external partners such as Duluth Police and Probation Officers, Community Health Coordinator - alignment to support families, and County Social Workers.</p> <p>By effectively coordinating attendance efforts and providing support to students and families, the Attendance Coordinator Paraprofessional will contribute to a positive and inclusive learning environment.</p>

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<b>Coordinate Attendance Action Team:</b> <ul style="list-style-type: none"> <li>• Collect and disaggregate attendance data.</li> <li>• Analyze data to identify trends and patterns.</li> <li>• Develop strategies to address attendance concerns.</li> </ul>	Daily 40%
2.	<b>Collaborate with School Staff:</b> <ul style="list-style-type: none"> <li>• Conduct routine check-ins with deans, assistant principal, and principal.</li> <li>• Attend Community School meetings to discuss attendance issues.</li> <li>• Stay informed about District Attendance Policies and participate in relevant discussions.</li> </ul>	Daily 25%
3.	<b>Engage Families:</b> <ul style="list-style-type: none"> <li>• Implement interventions such as attendance contracts and mediations.</li> <li>• Provide support and resources to families facing challenges.</li> <li>• Coordinate community and home visits</li> <li>• Coordinate with staff who have a strong relationship with the family.</li> </ul>	Daily 10%

**CLASSIFICATION DESCRIPTION**  
**Attendance Coordinator Paraprofessional**

4.	<b>Support Attendance Office:</b> <ul style="list-style-type: none"> <li>• Assist with clerical tasks to enhance system capacity.</li> <li>• Contribute to the development and maintenance of attendance systems.</li> </ul>	Daily 5%
5.	<b>Promote Attendance:</b> <ul style="list-style-type: none"> <li>• Develop and implement attendance campaigns and messaging.</li> <li>• Raise awareness about the importance of regular attendance.</li> </ul>	Monthly 20%
6.	Performs other duties of a comparable level or type.	As required

<b>Minimum Qualifications:</b> (necessary qualifications to gain entry into the job not preferred or desirable qualifications)
Requires a minimum of an Associate Degree, and at least three years of experience working with high school students, or a combination of education and relevant experience totaling 5 years.
Experience working with families and students impacted by mental health, substance abuse, systemic/oppressive systems, poverty, trauma, and cultural awareness preferred.

<b>Certification or Licensing Requirements</b> (prior to job entry):
(This section is currently blank.)

<b>Knowledge Requirements:</b>
Requires knowledge of:
<ul style="list-style-type: none"> <li>▪ Familiarity with school district attendance policies and procedures.</li> <li>▪ Understanding of available resources and support services for students and families.</li> <li>▪ Knowledge of local organizations and resources that can assist with attendance issues.</li> <li>▪ Proficiency in using data analysis tools and software.</li> <li>▪ Understanding of cultural differences and their impact on student attendance.</li> </ul>

<b>Skill Requirements:</b>
Skilled in:
<ul style="list-style-type: none"> <li>▪ Managing multiple tasks, prioritizing responsibilities, and maintaining accurate records.</li> <li>▪ Effective verbal and written communication skills to interact with students, families, and school staff.</li> <li>▪ Capacity to identify and address attendance issues, develop solutions, and implement strategies.</li> <li>▪ Proficiency in collecting, analyzing, and interpreting attendance data.</li> <li>▪ Researching resources of outside organizations for the benefit of students and parents.</li> <li>▪ Building positive relationship with students, families, and community partners.</li> <li>▪ Working effectively with a team of school staff and community partners.</li> <li>▪ The usage of desktop computers and applications software.</li> </ul>

**CLASSIFICATION DESCRIPTION**  
Attendance Coordinator Paraprofessional

**Ability Requirements:**

Ability to::

- Adapt to changing circumstances and work with diverse populations.
- Understand and appreciate different cultural backgrounds and perspectives.
- Understand and respond to the needs and emotions of students and families.
- Organize workload that provides effective and efficient achievement.
- Proactively approach identifying and addressing attendance concerns.
- Use desktop computers and applications software.

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

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

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Work is frequently performed in outdoor weather conditions when traveling between school sites or community agencies.

The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

**Vision Requirements:** Check box if relevant

Yes

No

**CLASSIFICATION DESCRIPTION**  
**Attendance Coordinator Paraprofessional**

No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

**Job Classification History:**

New position classified by ISD 709, Human Resource Management, August 2024

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report October 8, 2024 Committee Meeting

### BUDGET SUMMARY

10/4/2024

Percent spent

REVENUES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June			
General	01	\$ 121,707,253.72	\$ 121,223,653.72	\$ 24,582,331.87	\$ 6,000.00	\$ 96,647,321.85	20%			
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 45,977.11	\$ -	\$ 5,954,022.89	1%			
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 947,208.75	\$ -	\$ 5,384,982.10	15%			
Community Ed	04	\$ 8,580,500.00	\$ 8,575,948.02	\$ 800,901.37	\$ -	\$ 7,775,046.65	9%			
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 304,259.59	\$ -	\$ 2,467,915.84	11%			
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 1,256,640.07	\$ -	\$ 26,810,644.93	4%			
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%			
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 266,098.98	\$ -	\$ 683,901.02	28%			
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 66,233.01	\$ -	\$ 210,030.99	24%			
<b>REVENUES</b>	<b>TOTALS:</b>	<b>\$ 174,961,769.00</b>	<b>\$ 174,473,617.02</b>	<b>\$ 28,269,650.75</b>	<b>\$ 6,000.00</b>	<b>\$ 146,209,966.27</b>	<b>16%</b>			

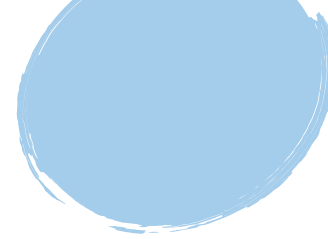
EXPENSES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June			
General	01	\$ 122,251,138.00	\$ 122,071,417.00	\$ 20,263,959.95	\$ 4,935,025.93	\$ 96,872,431.12	21%			
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 558,337.69	\$ 2,682,776.21	\$ 2,814,884.10	54%			
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 891,316.46	\$ 452,052.14	\$ 5,440,430.40	20%			
Community Ed	04	\$ 7,826,159.00	\$ 7,840,107.02	\$ 1,091,372.47	\$ 89,564.26	\$ 6,659,170.29	15%			
Operating Capital	05	\$ 6,720,958.43	\$ 6,720,958.43	\$ 2,429,340.01	\$ 494,764.33	\$ 3,796,854.09	44%			
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 470,432.34	\$ 24,054.45	\$ 498,944.78	50%			
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,810,568.10	\$ -	\$ 25,582,961.90	7%			
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%			
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 371,221.06	\$ -	\$ 558,342.94	40%			
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 53,877.48	\$ 13,793.93	\$ 312,321.59	18%			
<b>EXPENSES</b>	<b>TOTALS</b>	<b>\$ 179,598,304.00</b>	<b>\$ 179,432,531.02</b>	<b>\$ 27,940,425.56</b>	<b>\$ 8,692,031.25</b>	<b>\$ 142,800,074.21</b>	<b>20%</b>			

Extra Curricular fund 01 fin 298  
 Revenue \$ 41,848.91  
 Expense \$ 58,008.13

**Fundraisers Reported  
September 2024**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
East	Cheerleading	\$2,500.00	Duluth Coffee Company
Ordean-East	Library	\$1,500.00	Scholastic Book Fair
Community Education (K.E.Y. Zone)	K.E.Y. Zone	\$4,000.00	Pie in the face fundraiser with thermometer goals for scholarships.



### Corrective Action Plan (CAP)

<b>Program Name:</b> Independent School District #709		<b>Grant #:</b> 05CH011591		<b>Assignment Start and End Dates:</b> 8/16/24- 10/14/2024			
<b>Program Specialist:</b> Stephanie Walker		<b>Grants Management Specialist:</b> Jeramie Perez		<b>Grantee Specialist:</b> Ruth Lee		<b>ECE Specialist:</b> Kristi Smythe	
<p><b>Compliance Date:</b></p> <p><b>HSPPS Citation:</b> 1302.42 Child health status and care (b) Ensuring up-to-date child health status. (1) Within 90 calendar days after the child first attends the program or, for the home-based program option, receives a home visit, with the exceptions noted in paragraph (b)(3) of this section, a program must: (i) Obtain determinations from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age-appropriate preventive and primary medical and oral health care, based on: the well-child visits and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the state in which they operate, immunization recommendations issued by the Centers for Disease Control and Prevention, and any additional recommendations from the local Health Service Advisory Committee that are based on prevalent community health problems.</p>							
Citation #	System/Action Steps	Person Responsible	Time Frame	Resources/Budget	Monitoring Data Sources/Evidence	Progress Notes	Completion Date
	Program Governance: Finding shared with Policy Council	Director	6/13/24	N/A	Policy Council Minutes	Complete	6/13/24
	Program Planning: Updated Health and Nutrition Procedure to include Oral Health Determination	Health Coordinator, Director	9/13/24	N/A	New Procedure Created	Complete	9/13/24
	Updated procedure brought to Planning Team	Director	9/20/24	N/A	Planning Team agenda with Procedure	Complete	10/4/24
	Record Keeping and Reporting: Created documentation in Child Plus to track oral health determinations	Business Manager, Health Coordinator	9/12/24	N/A	Screenshot or snip of module of CP 3056	Complete	10/3/24



## Head Start Regional TTA Network



	Ongoing Monitoring and Continuous Quality Improvement: Internal Monitoring Procedures already included information on monitoring procedures following an official finding.	Director	9/13/24	N/A	Copy of internal monitoring procedures relevant to OHS findings		9/13/24
	Data and Evaluation: The monitoring reports indicate program progress toward meeting compliance.	Director, Health Coordinator	10/1/24	N/A	Redacted report is prepared		10/3/24

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 9/16/2024

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

Ashley Warren

9/16/2024

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 9/18/2024

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

Caden Dudek

9/18/2024

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 9/18/2024

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

Jacquez Fondern

9/18/2024



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

Shannon Brown <shannon.brown@isd709.org>

**Diploma**

3 messages

Tracy Robertson <tracy.robertson@isd709.org>  
To: Shannon Brown <shannon.brown@isd709.org>

Thu, Oct 3, 2024 at 1:49 PM

Shannon,

Good afternoon! I am having a senior moment. Are you able to get a new diploma for someone or only the old replacements? Or are all of the new ones go through an order with Jostens.

I have a request from the Bridge Program for Isaac Dalbec #12274 with a graduation date of 10/01/2024.

Appreciatively,

Tracy Robertson  
Lead Administrative Assistance  
Denfeld High School  
(218) 336-8830 ext. 2757  
tracy.robertson@isd709.org



**Our Mission:** Denfeld's Spirit creates a safe and welcoming environment that provides **Opportunities** for all. We **Achieve** academic success, build relationships, and show **Respect** for all, so our students can accomplish their dreams, contribute to their communities, and improve our world.

**Our Vision:** We will work with our communities to:

- Offer engaging and differentiated academics with multiple tiers of support
- Foster accountability through proactive and restorative systems
- Prioritize relationships through social and emotional learning



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Shannon Brown <shannon.brown@isd709.org>  
To: Tracy Robertson <tracy.robertson@isd709.org>

Thu, Oct 3, 2024 at 1:51 PM

Hi Tracy,

I can take care of this one. Does it need to say Denfeld or Duluth Public Schools?

Thanks

Shannon

[Quoted text hidden]

--

Shannon Brown  
Executive Assistant  
Office of the Assistant Superintendent  
Department of Teaching, Learning and Equity  
Duluth Public Schools, ISD 709  
709 Portia Johnson DR Ste 108

## DISTRICT 709 FIELD TRIP REQUESTS

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

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

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

**DEFINITIONS:**

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

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

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

**INSTRUCTIONAL TRIP ACTION**

Principal:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

**SUPPLEMENTAL TRIP ACTION**

Principal:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

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

**EXTENDED TRIP ACTION**

Principal:  Recommended Name: Darren Sheldon  
 Not Recommended Date: 9-12-24

Assistant Superintendent:  Recommended Name: Anthony Bon...  
 Not Recommended Date: 9/19/24

School Board:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

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

# FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip:      Instructional      Supplementary      Extended

1. Organization/Grade/Course Planning Trip: Lakewood Elementary 5<sup>th</sup> grade
2. Contact Person (Responsible for Checklist Completion): Heather Kemp
3. Field Trip Date(s): Feb 3-5, 2025 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations):  
Five science based classes plus a presentation taught by Wolf Ridge staff over a three day period
5. Field Trip Departure from School (Date and Time): 2/3/25 9:30 am  
Field Trip Return to School (Date and Time): 2/5/25 2pm
6. Objectives of Field Trip: Science Standards / team building
7. Relationship to Curriculum or Student Learning: The curriculum is aligned to the MN 5<sup>th</sup> grade Science standards
8. Planned Follow-up Field Trip Activities: writing assignment
9. Field Trip Budget Request

Estimated Expenses		
Total Admission/Fees	} all together	\$ 10450
Total Meals		\$
Total Lodging		\$
Total Transportation		\$ 1000
<input checked="" type="checkbox"/> School District Vehicle(s)		
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____		
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____		
Total Additional Stipends:		\$
Other: <u>journals, snacks</u>		\$ 200
<b>Total</b>		<b>\$ 11,650</b>

Revenues		
District Budget	Code:	\$
Booster Group	<u>PTA</u>	\$ 1000
Donations	<u>Fundraising</u>	\$ 2000
Student Fees / Parent Fees		\$ 8650
Total Additional Stipends:		\$
<b>Total</b>		<b>\$ 11650</b>

11. Reviewed/Completed Request Checklist:      Yes      No

**RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL**

## FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- Develop and Communicate Student Discipline Expectations
- Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- Gain Access to Cell Phone for Field Trip
- Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).  
**Guide:** May choose to leave message on school voice mail to help with late drop off.
- Plan Meal Arrangements (if necessary)  
**Reminder:** Notify food service of non-participation.
- Plan Administration of Student Medication and First Aid Needs (if necessary)  
**Guide:** Contact School Nurse.
- Develop and Communicate Action Plan if Student Gets Lost on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)  
**Guide:** One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations  
**Example:** Supervision duties, no smoking, no alcohol
- Planned Itinerary

**TIME**

**LOCATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Maintain Student Roster and Check-in/Check-out Procedure
- Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: \_\_\_\_\_

## FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians  
**Note:** Attach tentative planned itinerary. *Wolf Ridge make itinerary*
- Arrange Funding of Expenses During Trip *- donations, fundraising efforts*
- Arrange Meal Plans *- included*
- Arrange Lodging Plans and Room Assignments *- included*
- Collect Family Emergency Information for Students *- gathered before trip from school secretary, nurse, and parents*
- Example:** Home phone numbers, emergency contacts, medical information
- Additional Information  
**Note:** Provide any additional information.

Signature of Contact Person: Heather Kemp

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## **102 EQUAL EDUCATIONAL OPPORTUNITY**

### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district, while actively promoting equity by recognizing and addressing diverse needs and barriers that may impact student learning.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of Duluth Public Schools is to provide equal educational opportunity for all students. The school district does not discriminate on the basis of one or more of the following actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, parental status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment and discrimination of any individual based on any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.
- F. This policy applies to all areas of education including academics, coursework,

co-curricular and extracurricular activities, or other rights or privileges of enrollment.

- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
First Reading: 06-16-2016  
Adopted: 07-21-2015  
03-22-2016 ISD 709 (*Renumbered only*)  
First Reading: 08-20-2019  
Second Reading: 09-17-2019  
First Reading: 06-20-2023  
Second Reading: 07-18-2023  
Adopted: 07-18-2023  
Reviewed: 10-15-2024

## 102 EQUAL EDUCATIONAL OPPORTUNITY

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- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.
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MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
First Reading: 06-16-2016  
Adopted: 07-21-2015  
03-22-2016 ISD 709 (*Renumbered only*)  
First Reading: 08-20-2019  
Second Reading: 09-17-2019  
First Reading: 06-20-2023  
Second Reading: 07-18-2023  
Adopted: 07-18-2023  
Reviewed:

## **418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL**

### **I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

### **II. GENERAL STATEMENT OF POLICY**

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### **III. DEFINITIONS**

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.
- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.
- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

#### **V. PROCEDURES**

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and

associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## **VI. SCHOOL PROGRAMS**

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
  - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
  - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

## **VI. ENFORCEMENT**

### **A. Students**

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

### **B. Employees**

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

### **C. The Public**

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

**Legal References:** Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)  
Minn. Stat. § 152.01, Subd. 15a (Definitions)  
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)  
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)  
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)  
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)  
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)  
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)  
Minn. Stat. § 342.56 (Limitations)  
Minn. Stat. § 609.684 (Abuse of Toxic Substances)  
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)  
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)  
21 U.S.C. § 812 (Schedules of Controlled Substances)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036  
Adopted: 08.16.2022  
Reviewed: 09.19.2023  
Reviewed: 10.15.2024

## **418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL**

### **I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

### **II. GENERAL STATEMENT OF POLICY**

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### **III. DEFINITIONS**

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.
- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.
- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

**[NOTE: The 2024 Minnesota legislature amended this law to add this protection.]**

#### **V. PROCEDURES**

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, inotxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

**VI. SCHOOL PROGRAMS**

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
  - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
  - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

## **VI. ENFORCEMENT**

### **A. Students**

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

### **B. Employees**

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

**Legal References:** Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)  
Minn. Stat. § 152.01, Subd. 15a (Definitions)  
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)  
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)  
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)  
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)  
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)  
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)  
Minn. Stat. § 342.56 (Limitations)  
Minn. Stat. § 609.684 (Abuse of Toxic Substances)  
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)  
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)  
21 U.S.C. § 812 (Schedules of Controlled Substances)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036  
Adopted: 08.16.2022  
Reviewed: 09.19.2023

**419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION**

**I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

**II. GENERAL STATEMENT OF POLICY**

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

**III. DEFINITIONS**

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to,

cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.
- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

#### **V. VAPING PREVENTION INSTRUCTION**

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

#### **VI. ENFORCEMENT**

- A. All individuals on school premises shall adhere to this policy.

- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

**VII. DISSEMINATION OF POLICY**

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)  
 Minn. Stat. § 121A.08 (Smudging Permitted)  
 Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
 Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
 2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140  
 First Reading: 04.26.2022  
 Adopted: 05.17.2022  
 Reviewed: 09.19.2023  
 Reviewed: 10.15.2024

**419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION**

**I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

**II. GENERAL STATEMENT OF POLICY**

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

**III. DEFINITIONS**

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to,

cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.
- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

#### **V. VAPING PREVENTION INSTRUCTION**

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

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Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140  
First Reading: 04.26.2022  
Adopted: 05.17.2022  
Reviewed: 09.19.23

## **531 THE PLEDGE OF ALLEGIANCE**

### **I. PURPOSE**

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

### **II. GENERAL STATEMENT OF POLICY**

Students in this school district shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

- A. By each individual classroom teacher or the teacher's surrogate; or
- B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

### **III. EXCEPTIONS**

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

### **IV. INSTRUCTION**

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

**Legal References:** Minn. Stat. § 121A.11, Subd. 3 (Pledge of Allegiance)  
Minn. Stat. § 121A.11, Subd. 4 (Instruction)

Adopted: 10-19-2021  
Reviewed: 10-15-2024

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Minn. Stat. § 121A.11, Subd. 4 (Instruction)

Adopted: 10-19-2021  
Reviewed:

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 1, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

5:00 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Strategic Plan Alignment

1) Advancing Equity

2) Supporting Every Student

a. READ Act Duluth LETRS

2

b. Head Start

17

3) Improving Systems

B. Budget Update

1) Verbal Update

49

C. Other

4. **ADJOURN**

**COW Agenda Cover Sheet**

**Meeting Date:** October 1, 2024

**Topic:** Literacy and the READ Act Update

**Presenter(s):** Lora Thurston; Jackie Otway

**Attachment (yes):**  LETRS COW Presentation -October 1, 2024

**Brief Summary of Presentation or Topic (no more than a few sentences):** Board update of District progress toward meeting the requirements of LETRS training for Phase 1 staff and Update on the READ Act 2 Bill

**This Requires School Board Approval** \_\_\_Yes \_\_\_X\_\_\_ No

# READ Act Duluth LETRS



September 2024

# MN READ Act

# MN Legislation: READ Act

5

## What does “READ” stand for:

- **R**eading to **E**nsure **A**cademic **D**evelopment
  - Replaces “Read Well by 3rd Grade” beginning July 1, 2023

## What is the goal of the MN READ Act?

- **Every** MN child reading at or above grade level every year, beginning in kindergarten
- Support multilingual & special ed students to achieve individualized reading goals

## What does the READ Act require?

- Approved Universal Screener
- Approved Curricular Resources
- Approved Professional Development
- District Reading Specialist
  - **By August 30, 2026:**
    - Must employ or contract with a “literacy lead” who must collaborate with district administrators and staff to support implementation of requirements under the Read Act.

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# MN READ Act: Approved Professional Development<sup>6</sup>

## MDE Approved Professional Development:

**LETRS** (Language Essentials for Teachers of Reading & Spelling)

- Passing score 80%

**Lexia LETRS®**

**CAREIALL** (Advancing Language & Literacy)

- Passing score 80%



**CORE** Online Language & Literacy Academy (OL & LA)

- Passing score 85%



- ★ 6-12 PD options have not yet been approved; guidance coming from MDE this fall
- ★ Any teachers that passed LETRS training with 80% are good to go as long as they submit their certification to the District.
- ★ READ Act MN funding will partial cover required budget for all the training.\*\*\*\*\*

# MN READ Act: Approved Professional Development<sub>7</sub>

Districts are required to provide access to PD by July 1, 2024.

## Phase 1 Educators - Complete training by July 2026:

PreK	PreK classroom teachers (early childhood PD option)-reduced training; LETRs EC only option
K-3	All K-3 classroom teachers
K-12	Reading intervention teachers
PreK-12	Spec Ed teachers responsible for reading instruction
PreK-5	Curriculum directors
PreK-5	Instructional support staff (who provide reading support)
PreK-5	Employees who select literacy instructional materials for a district

## Phase 2 Educators - Complete training by July 2027

4-12	Classroom Teachers responsible for reading instruction
PreK-12	Teachers who work with English learners
K-age 21	Teachers who work with students who qualify for graduation incentive program
6-12	Instruction support staff who provide reading support
6-12	Curriculum directors
6-12	Employees who select literacy instructional materials for a district

\*\*Non-licensed staff assisting a licensed teacher in providing reading instruction or intervention must receive training in one of the 3 approved PDs as required by the READ Act.



**FastBridge**

**Lexia LETRS®**



Approved Universal Screener

Approved Professional Development

Evidence-based Curriculum

# Duluth LETRS Training

# Our District is offering access to LETRS Training: 10

**Process Facilitated by...**

***Lora Thurston, Assistant Director of Student Services***

***Jackie Otway, Reading and Language Arts Coordinator***

## **Duluth Trainers:**

- Colleen Moran
- Jeffrey Dietlin
- Karen Tokarczyk
- Kelsey Holt
- Sarah Burris
- Jennifer Prudhomme
- Anna Schneider

# LETRS Training

District Offerings for First Cohorts of Teachers:

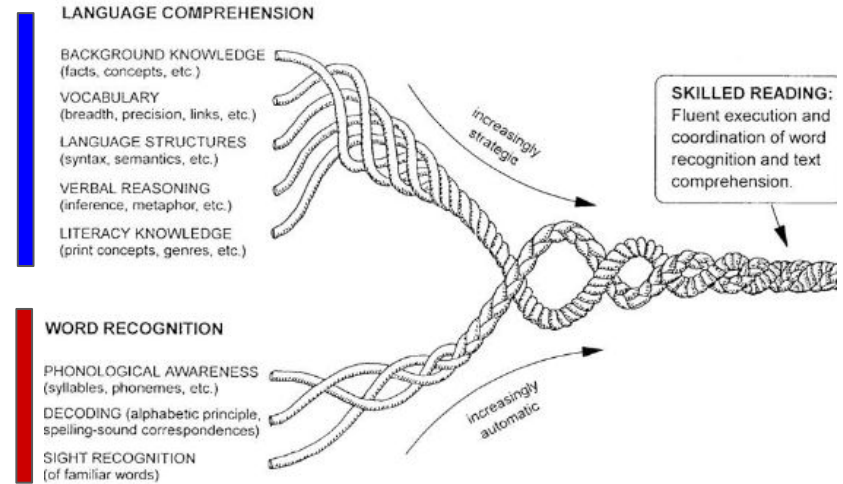
**Volume 2 - Units 5-8 2nd Semester 24/25**  
(Upper Rope)

**Volume 1 - Units 1-2 2nd Semester 23/24**

**Volume 1 - Units 3-4 1st Semester 24/25**  
(Lower Rope)

**Total Hours:** ~160 hours

**Cohorts:** ~40-50 teachers per two trainers in co-teaching model



# LETRS Training

12

- The District created 3 offerings to receive this training: Option 1, Option 2 or the State Led Option.
- 298 responses from Phase 1 educators
  - 227 selected Option 1
  - 85 selected Option 2
  - 3 selected the State led training

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# Duluth LETRS Options

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**Option 1:** Participants selecting this option are not receiving any compensation for the training, but will qualify for a **lane change** upon completion.

- Offered during non-contract hours

**Option 2:** Participants selecting this option will select between receiving the synchronous training during **contract time**, or completion during **non-contract hours**. District will provide the substitute for contract time training and provide one substitute per training for asynchronous preparation.

**Non-Contract Training: Participants can pursue lane change or reimbursement. Participants will also be offered a substitute one day per training session for the asynchronous preparation.**

60

# Duluth Options con't:

14

**New Hire Participants** will be offered the following:

- Non-contract synchronous training with pro rata compensation or
- Non-contract synchronous training for future lane change, no compensation

Both options provide a substitute for participants to complete the asynchronous preparation.

**Early Childhood EC:** completed two units June 6th. They will complete the final 2 units on the professional development day in November.

**Early Childhood EC New Hires:** will receive synchronous Units 1 and 2 during non-contract hours in September and October for pro rata compensation.

\*\*\*Para Training in UFLI and Literacy August 26 and August 27

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# LETRS Duluth Pacing

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- Early Childhood participants will complete LETRS by December 2024
- Option 1 participants will complete LETRS training by Spring of 2025
- Option 2 will complete LETRS training by December of 2025
- New Hires will complete LETRS training by Spring of 2026

## Still to train:

- Phase 2 Educators
- Instructional Paraprofessionals
- Perpetual New Hires

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# READ Act Updates

16

- Passed in July 2024
- Provided limited compensation for teacher literacy training; appears to be a one-time offering
  - This funding must cover training needs for the remainder of Phase 1, Phase 2, and Instructional Paraprofessionals
- Training options for Phase 2 Educators will be released by MDE this Fall
- Districts must screen every student in K-3 at least 3 times per year for mastery of foundational reading skills (*previously 2 times per year*)
- Students in grades 4-12 identified as not meeting the literacy goal of reading at grade level must be screened and monitored for Dyslexia
- By 2026-27, *anyone* providing Tier 2 reading instruction must be supervised by a licensed teacher who has completed LETRS or other approved program
- Approved intervention models for grades 4-12 will come this Fall
- Secondary curriculum will not be reviewed by MDE. Guidance will instead be provided teaching explicit and systematic lessons based on the ELA standards

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**COW Agenda Cover Sheet**

**Meeting Date:**        **Tuesday, October 1, 2024**

**Topic: Head Start: Three items**

**Presenter(s): Sherry Williams**

**Attachment (yes) or (no)**

**Brief Summary of Presentation or Topic (no more than a few sentences):**

- 1. Annual Report to the Public**
- 2. Governing Board Training**
- 3. Corrective Action Plan for Non-compliance**

**This Requires School Board Approval**     Yes     No

\*only the Corrective Action plan requires board approval

# DULUTH PRESCHOOL & HEAD START

18



**Annual  
Report  
23-24**

65

# MISSION

The mission of Duluth Head Start is to provide services for income eligible preschool children and their families. These services include opportunities to enhance social and cognitive skills, increase health and wellness and build upon family strengths. Working together, we strive to create a strong learning community in order to achieve success both in the classroom and beyond.

We offered preschool services in seven of Duluth’s elementary schools, but have added Congdon Park as a site for the current year! Our state funded Head Start program offers home visiting services to families- including families experiencing homelessness. This includes 17 spots reserved for children from birth through age three. Many preschool age children whose families are experiencing homelessness under the McKinney-Vento Act are bussed to their home schools while their families are without housing.



# FUNDING

## FEDERAL HEAD START BUDGET

**\$2,805,246**

This number includes our base grant and additional COLA and QI funds that were awarded. This money funds personnel (\$2,336,804).

The remainder is spent on things that support staff to work district wide to support families- cell phones, taxi services for families, mileage reimbursement, and classroom supplies. Indirect costs to the district also come out of this budget. From this budget \$28,958 is earmarked for training and technical assistance for both staff and families. This money funds us to serve 190 children. Last year our numbers hovered around 180 because we had many classroom teams struggling with challenging behavior. Increasing staff capacity to manage difficult behaviors has to be balanced with maintaining safety in classrooms.

## PATHWAYS II EARLY LEARNING SCHOLARSHIP AWARD

**\$191,040**

This money supports the classroom with additional paraprofessional assistance to reduce the class size and assist in serving food in the classrooms. We serve breakfast, lunch, and snacks in our full day classrooms. In our half day classrooms we serve either breakfast and lunch or lunch and snack. Serving meals in our rooms allows us the opportunity to both provide nutritious meals and nutrition education, support self-help skills, and language skills by engaging in discussions at the table.

## STATE HEAD START BUDGET

**\$559,085.92**

These funds provide our program the opportunity to offer several unique ways to support families.

Families in Transition staff are supporting 18 children whose families are experiencing homelessness. Homelessness of families with very young children is on the rise in Duluth. We have 12 slots for Early Head Start (pregnant mothers to age 3) and 5 preschool slots. Many preschool aged children whose families are experiencing homelessness, are bussed to preschool classrooms that parents have identified as the schools they plan on attending for kindergarten under the McKinney Vento Act,

State funding also supports our Home Base option for 10 families who, for many reasons, cannot access our classrooms across the city. \$445,841 is dedicated to staff wages and fringe benefits, while the remainder is spent on things to support staff such as cell phones, taxi services, socializations, doctor appointments, classroom supplies, and mileage reimbursements.

## AUDIT

The audit that was done for the 2021-2022 school year shows there were no audit findings for Head Start. A copy of the audit is available through our office. Follow the contact information at the end of this report. Each department is audited in a bi-annual basis, we expect Head Start to be audited during this years audit.

# FEDERAL REVIEW

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Our program underwent a Federal Review in May 2024.

Seven strong practices were identified, along with one area of non-compliance: 13 out of 166 children did not have an oral health determination (8%). We were unclear about what this actually was, but have since learned and created a procedure to better document who is not up to date on their dental check ups and actions taken to support becoming up to date.

## **STRONG PRACTICES IDENTIFIED**

- Formalized systems that remove barriers for parents to participate in Policy Council
- Use ongoing program data to innovate in the classroom based needs of individual or subgroups of children
- Regularly offers families information or activities designed to support families' mental health and wellness
- Solicits and uses inputs from families to improve programming
- Provides economic mobility support to help families with pathways out of poverty
- Continuously evaluates the success of recruitment strategies and adjusts as appropriate
- Provides targeted support for children and families who are at risk of low attendance, including addressing individualized needs and community wide issues

# CELEBRATING DIVERSITY

Duluth Preschool believes that ALL children should have strong bodies, strong minds, and strong families.

We are fortunate to serve a diverse population of children and families. Demographic makeup of our students for the 2023-24 school year was:

- 1% Asian**
- 3% Hispanic/ Latino**
- 12% American Indian**
- 15% Black**
- 40% White**
- 28 % Mixed Race**

Our program also had 10 Dual Language Learners.

## STRONG BODIES

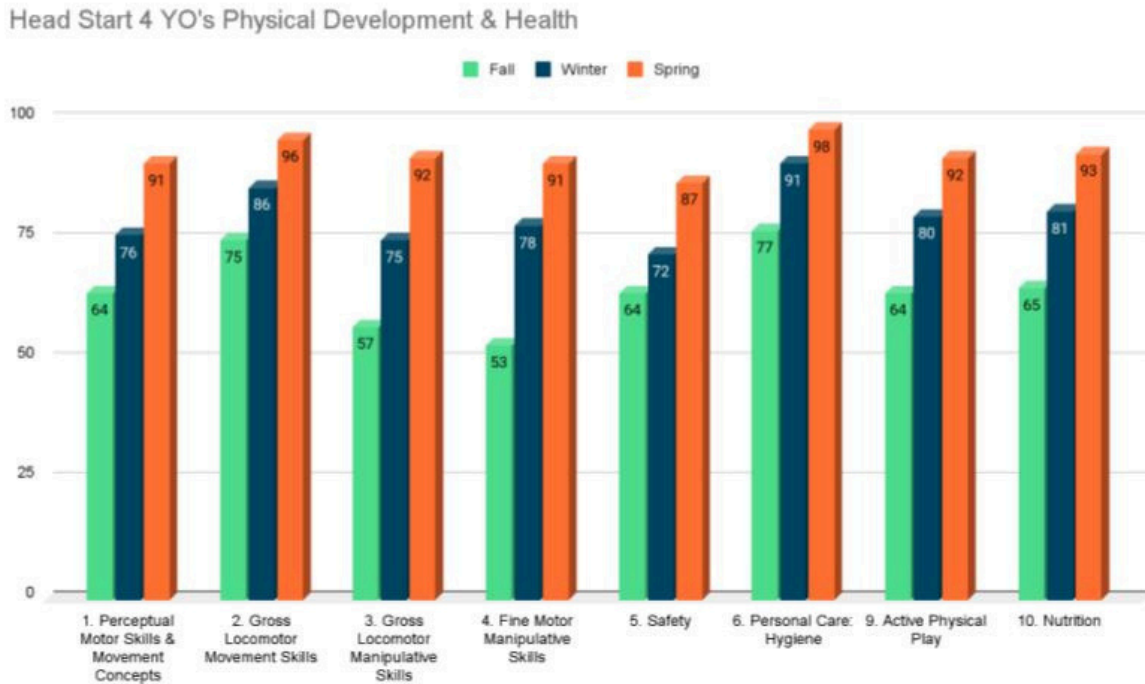
### Addressing Health Needs

Part of the comprehensive service provided by Head Start is to assist families with their health needs.

By the end of the year...	Percent of Children
Health Insurance	97%
Medical Home	94%
Received Presentative Dental Care	80%

Health Statistics	Beginning of the year	End of the Year
Up to date on Annual Physicals	10%	69%
Up to date on Immunizations	87%	97%

## CHILDREN’S GROWTH IN THE AREA OF PHYSICAL DEVELOPMENT AND HEALTH



### NUTRITION SERVICES

A licensed nutritionist works with families to support access to healthy foods, including students with special dietary needs.

### COLLABORATION WITH THE YMCA

With our YMCA collaboration, 72 preschool children went to a six-week anti-drowning program at the Y called, “Safety Around Water.” 286 day passes were distributed to families.

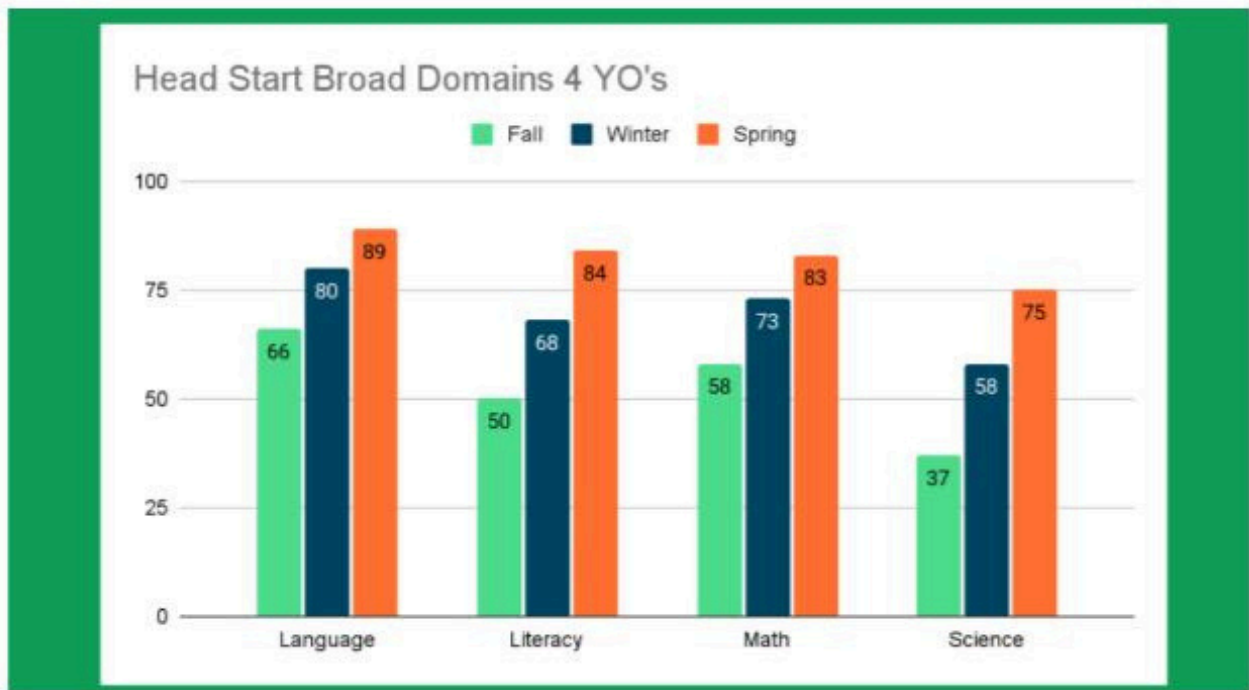
### GETTING CHILDREN SAFELY TO PRESCHOOL

119 children rode safely to school following the implementation of Safe Delivery of Preschool Children training for parents and bus drivers.

## STRONG MINDS

### Preparing Children for Kindergarten

Our assessment tool is the Desired Results Developmental Profile. It measures all domains of learning. Data is collected three times per year. The following graph shows how Head Start 4 year olds performed in the broad domains of Language, Literacy, Math, and Science



**27%**

of our children started the year receiving Special Education Services

**44%**

of children in our program received services from Special Education by the end of the year

**Number of Head Start Student Receiving Special Education in our Program over the last two years**

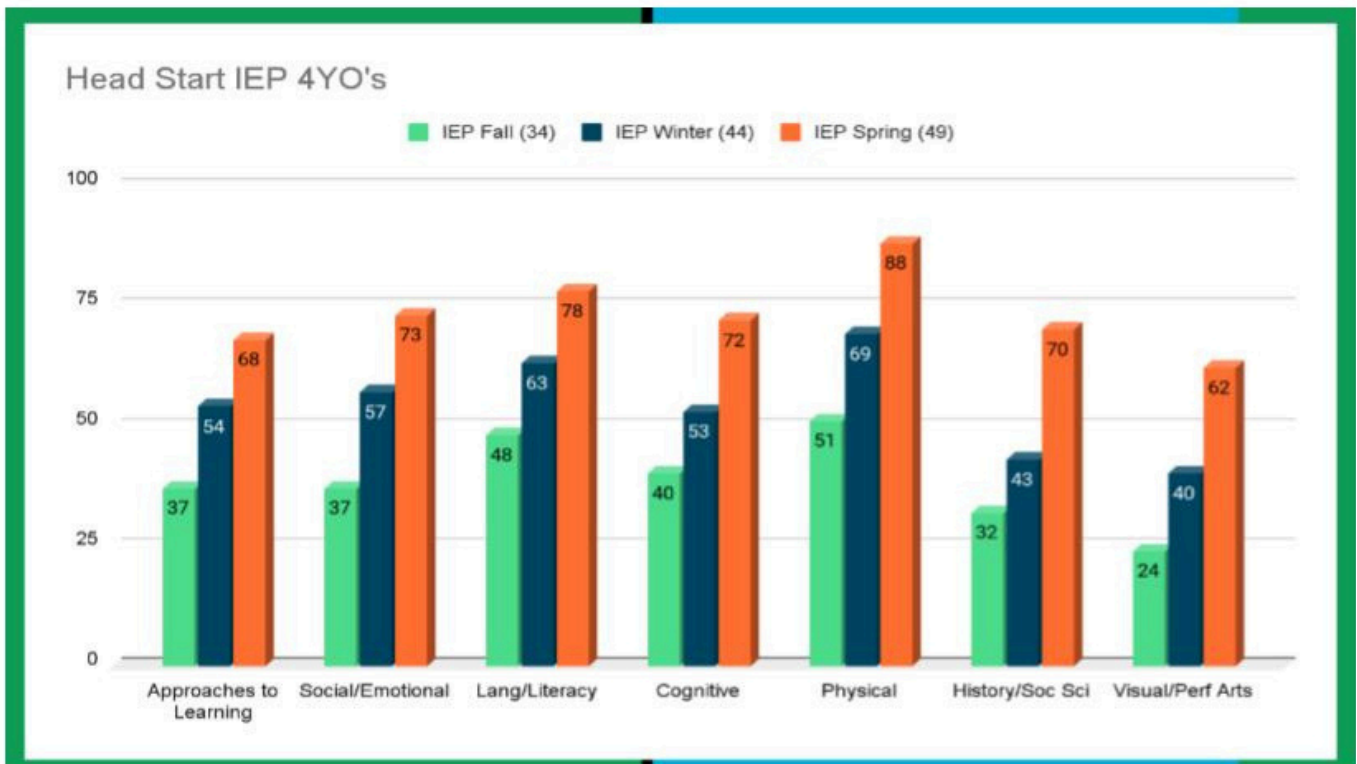
Beginning of the year 22/23	End of year 22-23	Beginning of the year 23/24	End of the Year 23/24
12%	27%	27%	44%

### What Type of Delay?

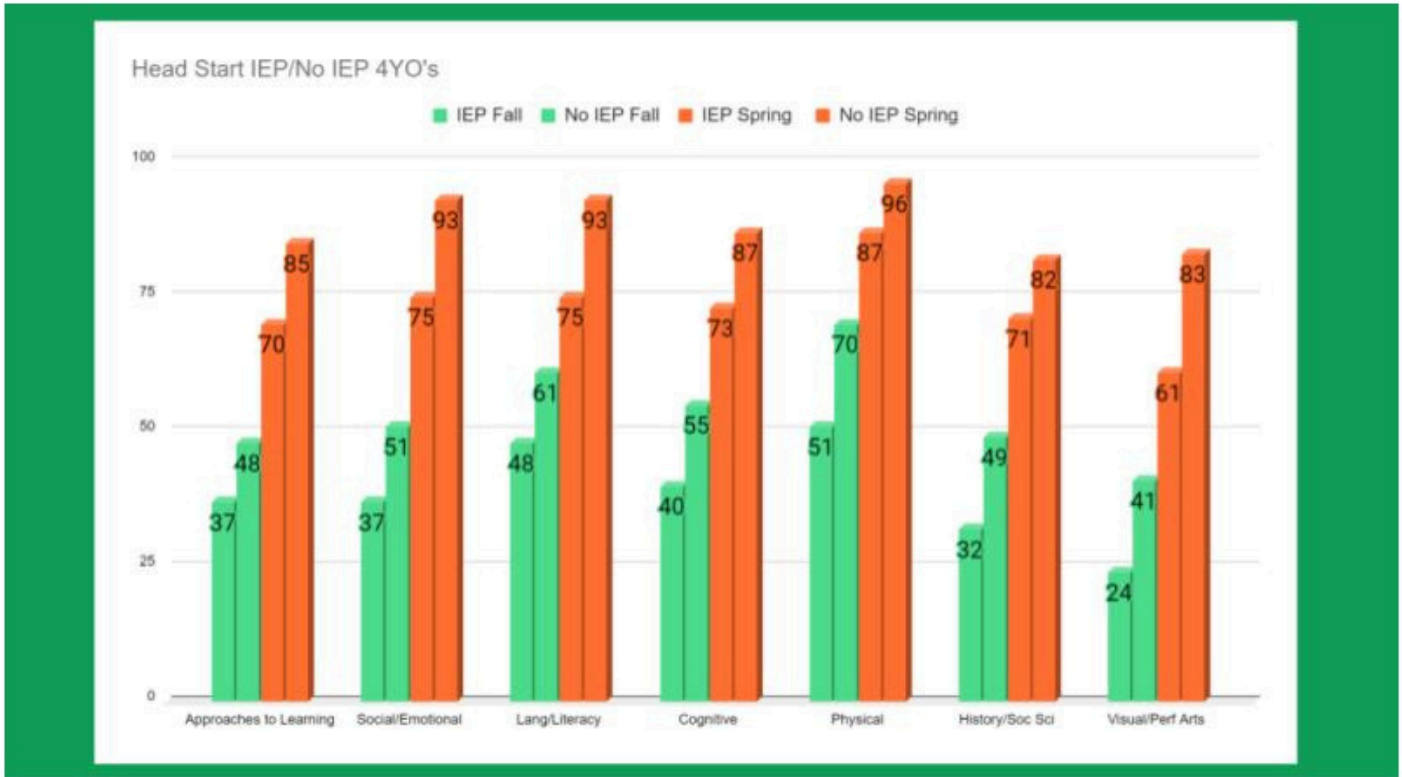
Speech/ Language	25%
Non-categorical Developmental Delay	73%
Emotional Disturbance	1%
Other Health Impairment	1%

As a fully inclusive program, we pay close attention to the achievement of students on IEPs, making sure their rate of growth is similar to all other student groups. The following graph illustrates student growth for Head Start 4 year olds with IEPs.

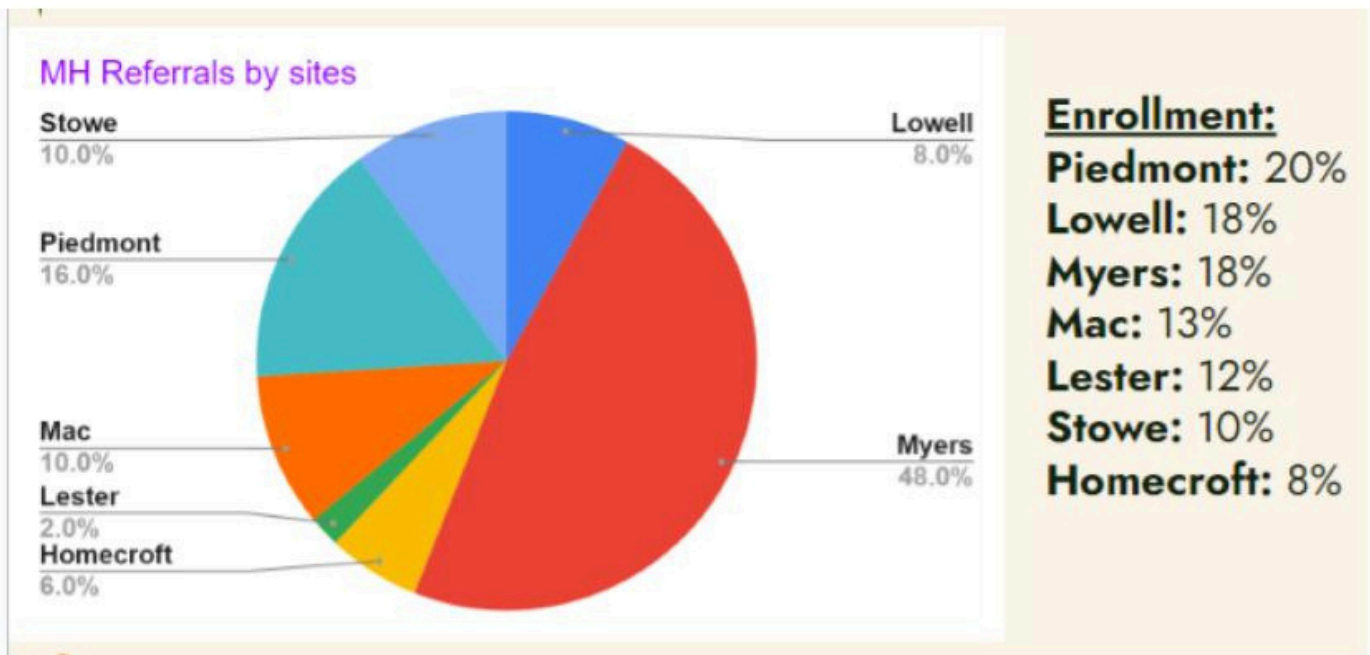
### 2023-2024 End of Year Data



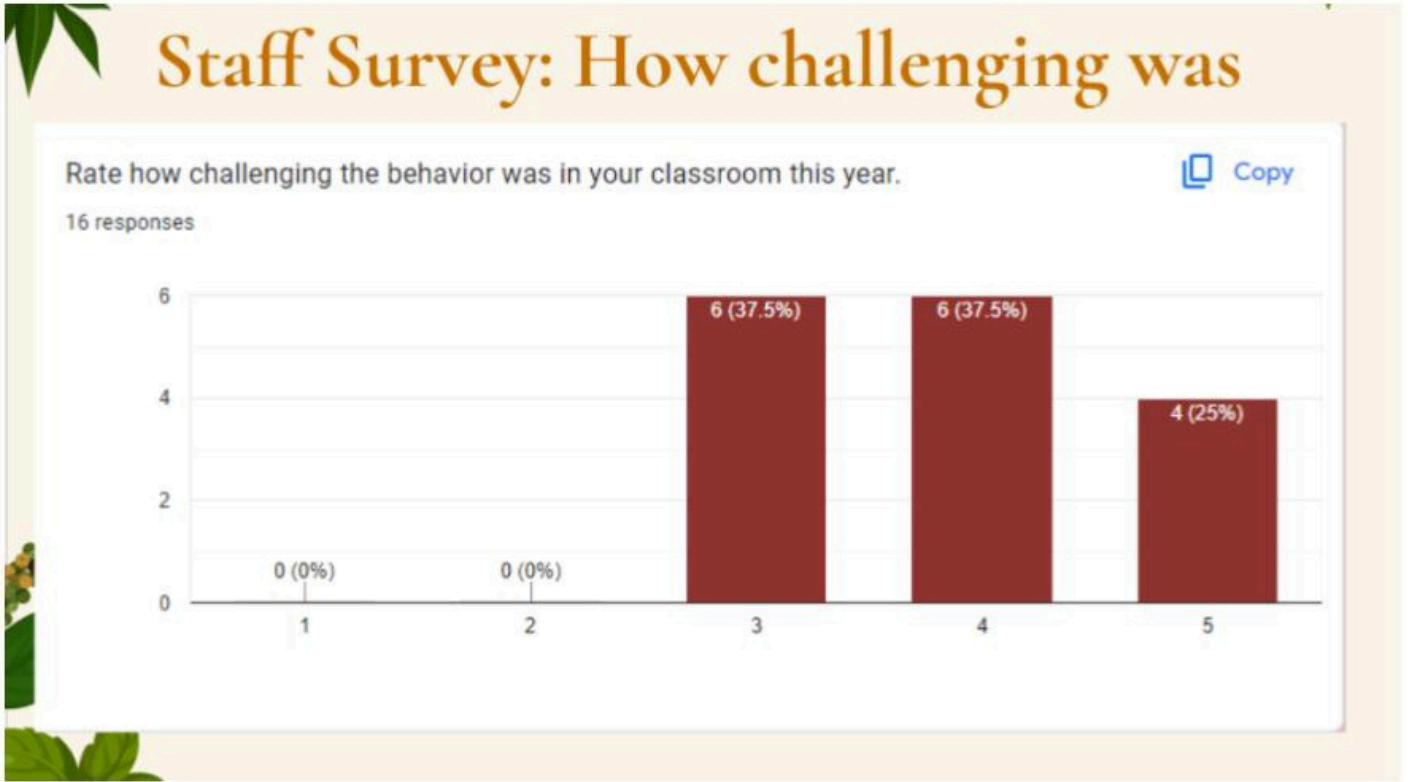
We monitor the rate of growth for this population hoping to see similar rates of growth among all students



Program Wide we continue to see high numbers of Mental Health referrals.

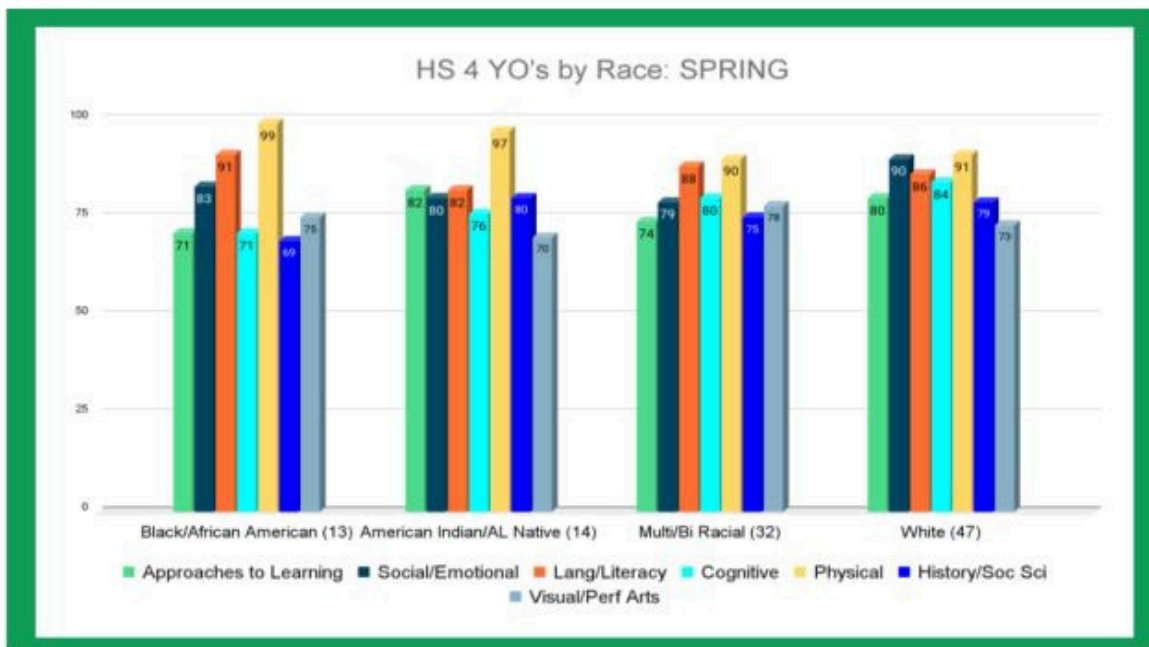


We hosted a Focus Group with community partners to express our concerns over the limited capacity of our entire community to meet the needs we are seeing. We are looking for ways to find solutions for children and families who are clearly struggling.



Two teachers retired, one teacher transferred to another grade, and one teacher took a leave of absence last year. Challenging behavior contributed to some of these decisions.

With an eye on equity, we monitor all subgroups of children.



## **HOMELESSNESS**

We served 27 children in our classrooms that were experiencing homelessness and 34 families (44 children) in our State Funded Families in Transition Program.

## **FOSTER CARE**

We served 19 children in our classrooms who were in Foster Care.

## **ATTENDANCE**

60% of Head Start students had high rates of absenteeism last year. Illness and transportation were some of the main reasons. This is double from last year. There were a number of significant viral infections last year that hit this age group hard including RSV and Influenza A.

## **BUSES**

119 preschoolers rode the bus to and/or home from school.



# FLOURISHING IN NATURE


## UMD STUDY

Last year the Storer Foundation funded a study done by UMD to study the impact of nature based learning on receptive and expressive vocabulary to be done with our program. This is one of four studies UMD has conducted in our classrooms.

### Flourishing in Nature

#### Does Vocabulary Grow in Nature? Using Nature-Based Practices to Support Strong Language Skills in all Children

**Overview.** Young children's language skills are a foundational competency that impacts their development across domains. Vocabulary is central to oral language development and critical to early literacy achievement, with cumulative and cascading effects on reading comprehension, domain-specific knowledge, and school success. Preschools provide a rich language learning environment for children and are one of the many contexts where young children learn language. This study explored the effect of nature-based practices on the receptive vocabulary development of preschoolers. Given the relationship between vocabulary development and SES documented in the literature, the potential for nature-based practices to support vocabulary growth for children of lower socioeconomic backgrounds was also explored. The Peabody Picture Vocabulary Test was administered to 134 children from 11 full-day preschool classes at the beginning and end of the 2022-2023 school year.



**Comparison of Vocabulary Score Growth by Approach**  
\*Scores shown are for children of lower SES in public preschool, when controlling for age and gender

Approach	Private	Public
Less Nature Approach	~68	~68
Blended Approach	~68	~82

**Results.** Incorporating nature-based practices into preschool was effective, with effectiveness varying by preschool type (public v. private) and SES. Public preschools that used a blended approach (some incorporation of nature-based practices) were particularly effective for children of lower SES, with vocabulary growth significantly beyond expected developmental gains. Results also suggest the effectiveness of a nature approach (fully incorporating nature-based practices), particularly in private preschool settings.

**Conclusion.** This study suggests benefits of nature-based practices can extend beyond private nature preschools and occur within a publicly-funded school district and in urban settings. Public programs that had some incorporation of nature-based practices (blended programs) were particularly effective in supporting receptive vocabulary growth in children from lower SES backgrounds. While more research is needed, findings are encouraging amidst policy and practice efforts to support strong language skills as a foundation for learning for all children and among concerns regarding nature play's potential to prepare children for school.

Citation: Ernst, J. & Shelby, H. (2024). Does Vocabulary Grow in Nature? Exploring the Impacts of Nature-Based Early Learning on Young Children's Receptive Vocabulary Development. *Children, Youth and Environments*, 44 (1), 1-27. <https://doi.org/10.1155/tye.2024.44010819>

UNIVERSITY OF MINNESOTA DULUTH  
Driven to Discover

GEORGE B. STORER FOUNDATION

## **STRONG FAMILIES**

### **PARENT FAMILY AND COMMUNITY ENGAGEMENT**

#### **POLICY COUNCIL**

Our Parent Policy Council met in person for most months. Exceptions were made when winter weather was difficult or childcare staff were unavailable. For those meetings we were able to meet virtually.

Policy Council had 1 active father, along with 5 active mothers. We reached a quorum every month. We were able to send 3 Policy Council parents to the National Head Start Association's Conference in Portland, OR in April.

#### **PARENT FAMILY COMMUNITY ENGAGEMENT**

96% of families completed Strength and Challenge Surveys.

82 families entered into a goal setting relationship with their family advocate.

Some of the goals families took steps toward were:

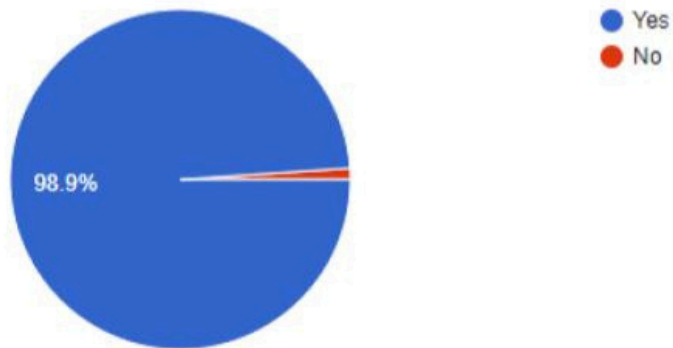
Adult Education	Managing Big Emotions	Addressing Grief
Self-Care	Establishing Routines	Employment
Getting Organized	Community Involvement	Stable Housing
Healthy Eating	Sibling Relationships	Co-Parenting

Families leave our program feeling cared for and understanding their children better.

Have you received meaningful information that helped you understand your child better?

 Copy

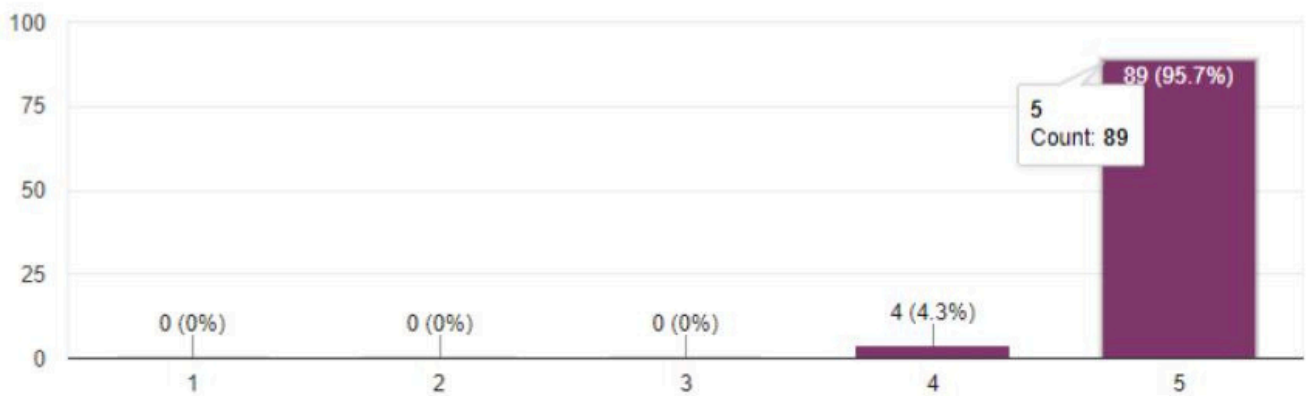
93 responses



Does it feel like the staff care about your child/family?

 Copy

93 responses



# COMMUNITY PARTNERSHIPS

---

32

In the 2023-2024 school year, we partnered with the following organizations:

Arrowhead Economic Opportunity Agency

Children's Dental Service

CHUM: Steve O'Neil Apartments

City of Duluth: Washington Center

Divine Konnections

Duluth Children's Museum

Duluth Public Library: Every Child Ready Duluth

Duluth Zoo

East Side Neighborhood Development Company

Family Freedom Center

First Witness

Great Lakes Aquarium

Help Me Grow

ISD 709: Early Childhood Special Education, American Indian Education Department; Adult Education

Kid's Closet

Lifehouse

Lincoln Park Child and Families Collaborative

Minnesota Reading Corps

Safe Haven Shelter

Salvation Army

St. Luke's Pediatrics

Star of the North Maternity Home

Thrive

UM Extension Service

University of MN Duluth: College of Education and Human Service Professions

YMCA

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# Duluth Preschool

**An Inside Look**

# Duluth Preschool STARTED with HEAD START in 1965!!

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President Lyndon B Johnson, declared War on Poverty in his 1965 State of the Union Speech and a team of experts from Yale and Harvard set to work developing a preschool program that would help communities meet the needs of disadvantaged preschool children.

**Fun Fact #1:** The original Head Start program in Duluth was an 8 week summer program at Lincoln Park Elementary School.

**Fun Fact #2:** We are the only Head Start program in MN where a school district is the grant recipient.

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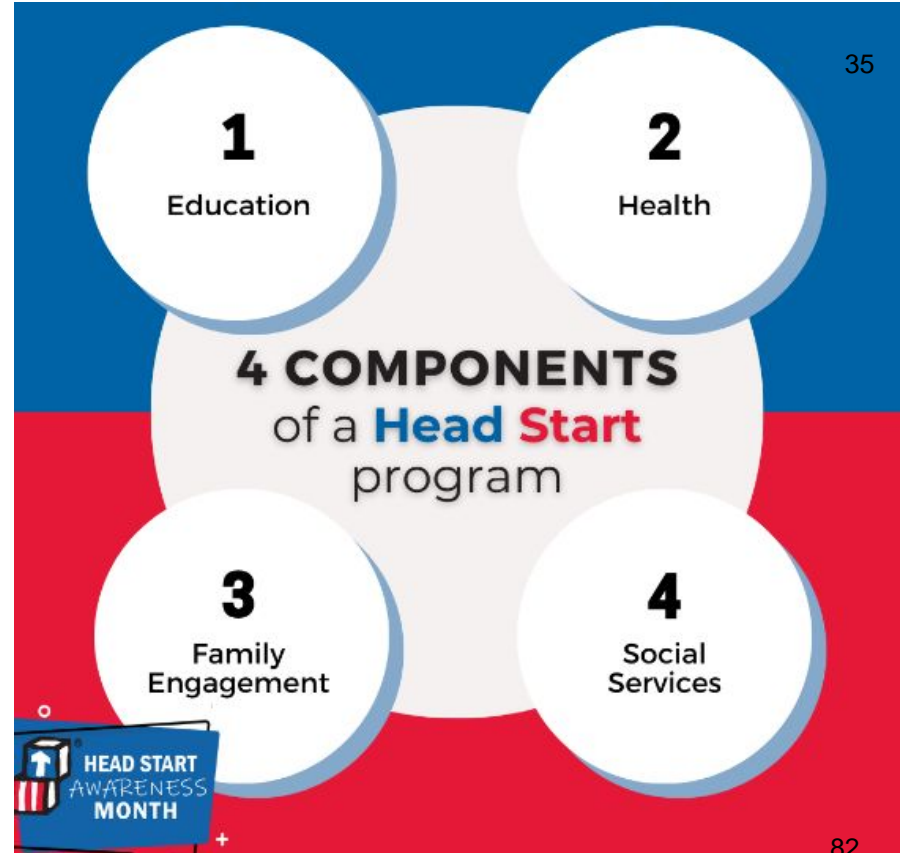
# Comprehensive services set Head Start apart

**Health:** We make sure families have health insurance, a medical and dental home, and access mental health resources.

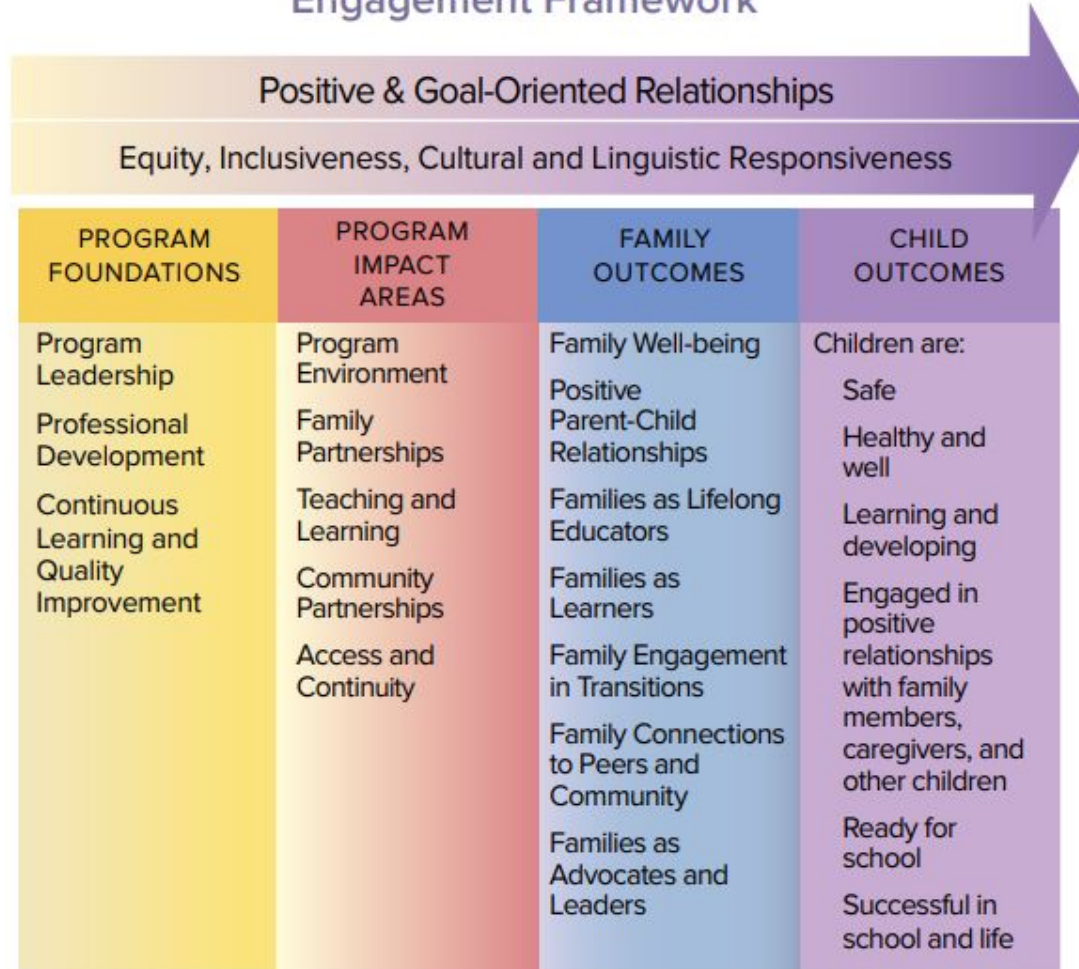
**Social Services:** programs and services that improve the well being of individuals, families, and communities

**Family Engagement:** Includes having a Parent Policy Council that is part of our program governance.

[Comprehensive Services: The Foundation of Head Start](#)

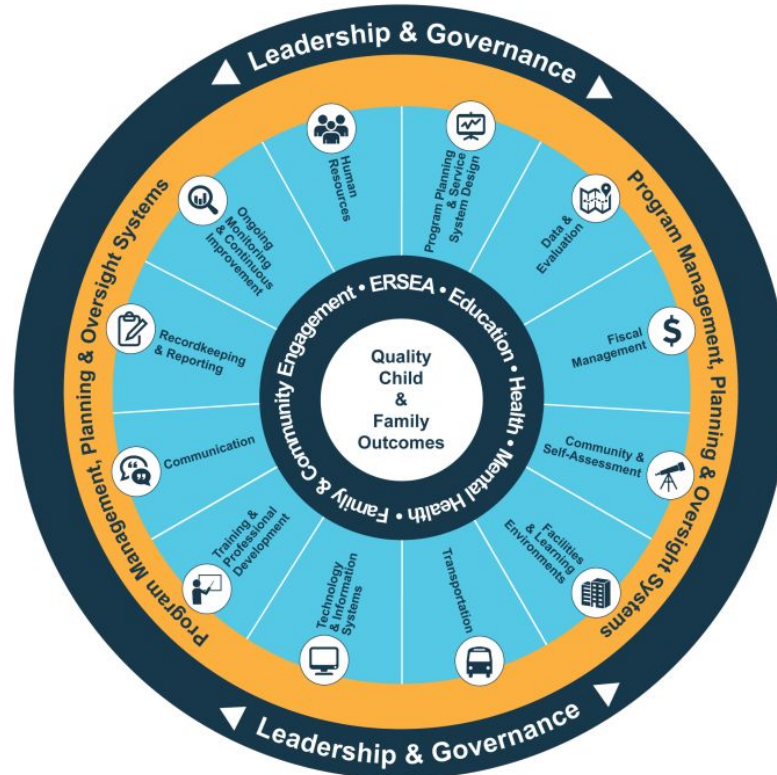


# Head Start Parent, Family, and Community Engagement Framework



# Head Start Management Wheel

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84

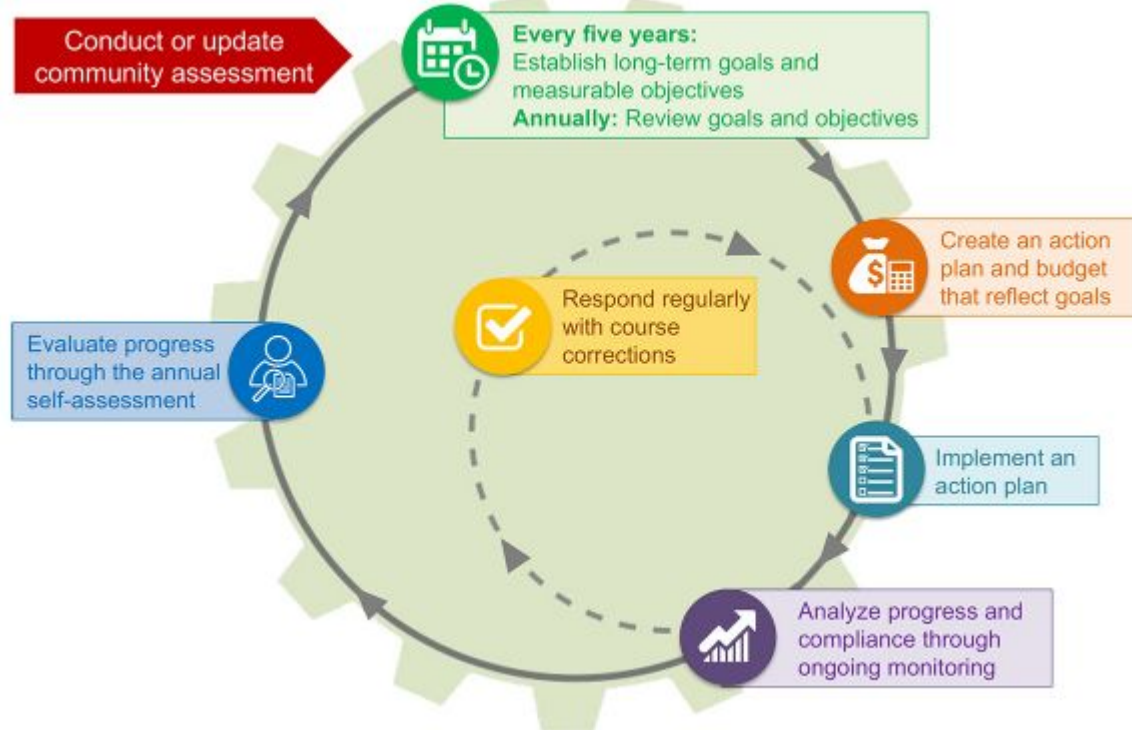
## Head Start Performance Standards

### Provide Head Start grantee requirements for:

- Eligibility, recruitment, selection, attendance
- Early childhood education and development
- Health and safety
- Health promotion
- Nutrition
- Disabilities
- Parent involvement
- Family partnerships
- Community partnerships
- Administrative and financial management
- Transportation and facilities



# We are in the final year of our current grant cycle



## Current Grant Goals:

40

**High Quality Inclusive Classrooms:** a partnership with Early Childhood Family Education

**Walking the Talk of Equity:** Establishing Oshki-Inwewin; closing opportunity gaps

**Increasing Resilience by Supporting Health and Wellness for All:** Wellness Team for staff; Partnership with YMCA; Facilitating time in nature

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# Head Start Leadership and Governance



# Membership and Responsibilities

Policy Council	Governing Board/ School Board
<p>Each agency must establish and maintain a Policy Council responsible for the direction of the Head Start program at the agency level.</p> <p>In Duluth, Head Start parents are eligible to run for Policy Council. Elections are held each fall, with parents from all program options and locations. Current Policy Council members facilitate the election of new board members prior to dissolving their leadership roles.</p>	<p>The Head Start Act (2007) clearly defines who should be part of the Governing Body. This requirement is very intentional to ensure the Governing Body is diverse and represents the skill set needed to run a federally funded organization that serves our nation's most vulnerable children and their families.</p> <p>In Duluth, the Governing Board is elected by the citizens of Duluth when they elect ISD709 School Board members.</p>
<p>Parents of children currently enrolled in each program option must be proportionately represented on Policy Council.</p>	<p>The Governing Board have legal and fiscal responsibility for the program.</p>

# Membership and Responsibilities

Policy Council	Governing Board
A Policy Council must use ongoing monitoring results, data on school readiness goals and other information to conduct its responsibilities.	Adopt practices that assure active, independent, and informed governance of the Head Start agency and be responsible for ensuring compliance with Federal laws.
A member must stand for one year. If a member intends to serve another year, they must stand for re-election.	Responsible for other activities as outlined in the Head Start Act of 2007.
The Policy Council must include in its By-Laws, how many one year terms a person may serve, not to exceed five years. Current <u>By-Laws</u> state a member may serve 5 years.	Governing Body oversees Policy Council.
A program must seat a successor Policy Council before an existing Policy Council may be dissolved.	Governing Board members may not receive money from the Head Start grantee.
	Impasse Policy with Policy Council.

# Membership and Responsibilities

Policy Council	Governing Board
<p>A program must enable low income members to participate fully in their Policy Council responsibilities by providing if necessary, reimbursements for reasonable expenses incurred by the low income members.</p>	
<p>Policy Councils work in concert with Governing Boards to provide oversight for the Head Start Program.</p>	
<p>Impasse Policy with Governing Board.</p>	

# The Big Three: Regulations that Guide Head Start: Live links

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[Head Start Program Performance Standards](#)

[Head Start Act](#)

[Uniform Administrative Requirements, Cost Principles and Audit requirements for federal awards](#)

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### Corrective Action Plan (CAP)

<b>Program Name:</b> Independent School District #709		<b>Grant #:</b> 05CH011591		<b>Assignment Start and End Dates:</b> 8/16/24- 10/14/2024			
<b>Program Specialist:</b> Stephanie		<b>Grants Management Specialist:</b> Jeramie Perez		<b>Grantee Specialist:</b> Ruth Lee		<b>ECE Specialist:</b> Kristi Smythe	
<p><b>Compliance Date:</b></p> <p><b>HSPPS Citation:</b> 1302.42 Child health status and care (b) Ensuring up-to-date child health status. (1) Within 90 calendar days after the child first attends the program or, for the home-based program option, receives a home visit, with the exceptions noted in paragraph (b)(3) of this section, a program must: (i) Obtain determinations from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age-appropriate preventive and primary medical and oral health care, based on: the well-child visits and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the state in which they operate, immunization recommendations issued by the Centers for Disease Control and Prevention, and any additional recommendations from the local Health Service Advisory Committee that are based on prevalent community health problems.</p>							
Citation #	System/Action Steps	Person Responsible	Time Frame	Resources/Budget	Monitoring Data Sources/Evidence	Progress Notes	Completion Date
	Program Governance: Finding shared with Policy Council	Director	6/13/24	N/A	Policy Council Minutes		6/13/24
	Program Planning: Update Health and Nutrition Policy and Procedure to include Oral Health Determination	Health Coordinator, Director	9/13/24	N/A	New Policy Created		
	Updated policy brought to Planning Team and Policy Council	Director	9/20/24	N/A	Planning Team agenda and Policy Council minutes		
	Record Keeping and Reporting: Create documentation in Child Plus to track health determinations	Business Manager, Health Coordinator	9/12/24	N/A	Screenshot or snip of module		



## Head Start Regional TTA Network

	Ongoing Monitoring and Continuous Quality Improvement: An Internal Monitoring module will be set up to track progress toward meeting compliance regarding Oral Health requirements	Business Manager, Health Coordinator	9/20/24	N/A	Screenshot or snip of module		
	Data and Evaluation: The monitoring reports will indicate program progress toward meeting compliance.	Director, Health Coordinator	10/1/24	N/A	Report will be run		

**COW Agenda Cover Sheet**

**Meeting Date: Tuesday, October 1, 2024**

**Topic: Budget Update**

**Presenter(s): Simone Zunich**

**Attachment (yes): No, this will be a verbal update**

**Brief Summary of Presentation or Topic (no more than a few sentences): Executive Director Zunich will provide a brief verbal update regarding the budget reduction and reallocation process.**

**This Requires School Board Approval**  Yes  No

**Policy Committee Meeting**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Tuesday, October 1, 2024  
 District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 3:30 PM

- |   |    |
|---|----|
| <b>1. AGENDA ITEMS</b>                          |    |
| <b>2. POLICIES FOR FIRST READING</b>            |    |
| <b>3. POLICIES FOR SECOND READING</b>           |    |
| <b>4. POLICIES FOR REVIEW</b>                   |    |
| A. 102 Equal Educational Opportunity            | 2  |
| B. 418 Drug Free Workplace Drug Free School     | 4  |
| C. 419 Tobacco-Free Environment                 | 9  |
| D. 531 The Pledge of Allegiance                 | 12 |
| <b>5. REGULATIONS - Informational</b>           |    |
| A. 419R Smudging and Pipe Ceremonies Regulation | 13 |
| <b>6. OTHER</b>                                 |    |

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district, while actively promoting equity by recognizing and addressing diverse needs and barriers that may impact student learning.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of Duluth Public Schools is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of one or more of the following actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, parental status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment and discrimination of any individual based on any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.
- F. This policy applies to all areas of education including academics, coursework,

co-curricular and extracurricular activities, or other rights or privileges of enrollment.

- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
First Reading: 06-16-2016  
Adopted: 07-21-2015  
03-22-2016 ISD 709 (*Renumbered only*)  
First Reading: 08-20-2019  
Second Reading: 09-17-2019  
First Reading: 06-20-2023  
Second Reading: 07-18-2023  
Adopted: 07-18-2023  
Reviewed:

## **418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL**

### **I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

### **II. GENERAL STATEMENT OF POLICY**

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### **III. DEFINITIONS**

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.
- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.
- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

#### IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

**[NOTE: The 2024 Minnesota legislature amended this law to add this protection.]**

#### V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, inotxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## **VI. SCHOOL PROGRAMS**

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
  - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
  - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

## **VI. ENFORCEMENT**

### **A. Students**

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

### **B. Employees**

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

**Legal References:** Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)  
 Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
 Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)  
 Minn. Stat. § 152.01, Subd. 15a (Definitions)  
 Minn. Stat. § 152.0264 (Cannabis Sale Crimes)  
 Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)  
 Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
 Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)  
 Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)  
 Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)  
 Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)  
 Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)  
 Minn. Stat. § 342.56 (Limitations)  
 Minn. Stat. § 609.684 (Abuse of Toxic Substances)  
 Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)  
 20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)  
 21 U.S.C. § 812 (Schedules of Controlled Substances)  
 41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
 21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
 34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
 MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036  
 Adopted: 08.16.2022  
 Reviewed: 09.19.2023

**419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION**

**I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

**II. GENERAL STATEMENT OF POLICY**

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

**III. DEFINITIONS**

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to,

cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.
- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

#### **V. VAPING PREVENTION INSTRUCTION**

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

#### **VI. ENFORCEMENT**

- A. All individuals on school premises shall adhere to this policy.

- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

#### **VII. DISSEMINATION OF POLICY**

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)  
Minn. Stat. § 121A.08 (Smudging Permitted)  
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140  
First Reading: 04.26.2022  
Adopted: 05.17.2022  
Reviewed: 09.19.23

## **531 THE PLEDGE OF ALLEGIANCE**

### **I. PURPOSE**

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

### **II. GENERAL STATEMENT OF POLICY**

Students in this school district shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

- A. By each individual classroom teacher or the teacher's surrogate; or
- B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

### **III. EXCEPTIONS**

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

### **IV. INSTRUCTION**

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

**Legal References:** Minn. Stat. § 121A.11, Subd. 3 (Pledge of Allegiance)  
Minn. Stat. § 121A.11, Subd. 4 (Instruction)

Adopted: 10-19-2021  
Reviewed:

## **419R SMUDGING AND PIPE CEREMONIES**

### **Statement of Support**

Duluth Public Schools is committed to diversity, inclusion, and creating an open and respectful climate for all. The District recognizes plants such as tobacco, kinikinik, sage, sweet grass, and cedar as traditional American Indian medicines and essential elements of purification and sacred ceremony.

(MN Statute 144.4167) It shall not be a violation of policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support.

It shall not be a violation for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.

### **Purpose**

- This regulation allows for students, staff, elders, and cultural teachers who are members of an American Indian Tribe\* to conduct individual or group traditional practices including but not limited to: Opening/Closing prayers, Individual or Group Smudging, Feasts, Pipe Ceremonies, Pow Wows, and Drumming/Singing.
- The defined procedures provide direction to the Duluth Public Schools' community for engagement in these traditions respectfully.

### **Smudging and Pipe Ceremonies Procedure**

- Duluth Public Schools is committed to creating an inclusive, open, and respectful climate for our diverse community members and guests.
- There are many types or forms of ceremony: individual, as part of engagement with Indigenous pedagogies in a classroom; and for community engagement.
- Regulation includes the use of tobacco, sage, sweet grass or cedar.
- It is assumed that very small quantities are used for individual offices, workstations, and indoor classrooms

### ***Notification requirements***

#### *Individual offices or workstations*

An American Indian member of the community may conduct smudging in an individual office of work space without prior approval provided he/she:

- Has Office and Work Space pre-approved through the Facilities Department.
- Works in an enclosed space.
- Posts a notice on the door(s) of offices 24 hours in advance.
- Make sure doors are closed.

- Notifies occupants of neighboring offices and classrooms.
- Ask neighbors if they have allergies.

### *Classroom Spaces*

An American Indian teacher, staff member, member of the community, or other cultural/religious groups who plans to conduct smudging or pipe ceremony in a classroom or meeting room shall:

- Ensure the room is reserved through building during the school day, (exemption for classroom teachers that are assigned to that classroom).
- Inform participants/meeting attendees of the intention to use tobacco, sage, sweet grass, and or cedar in the space.
- Post notices on the door(s).
- Make sure the door(s) is (are) closed.
- Provide notice to neighboring classrooms and other spaces.
- Provide the Building Administrators, Building Engineers, and Manager of Facilities with Five (5) business days' notice.
- Consider scheduling set days and times for this practice.

### *Pre-approved Event Spaces*

To conduct smudging or pipe ceremonies at community events on school property, the event sponsors shall:

- Ensure the room is reserved through the Community Education office.
- Inform participants/meeting attendees of the intention to use tobacco, sage, sweet grass, and or cedar in the space.
- Specify in the event advertising and publicity that the event will include the intention to use tobacco, sage, sweet grass, cedar, or other natural plants.
- The event coordinator will notify the building administrator and building engineer via email/phone at least 24 hours in advance of the event, including the room number and time

### ***Responsibilities of the Building Administrators, Engineers, and Manager of Facilities***

- Evaluate the fire and ventilation systems in the requested space.
- Inform relevant staff
- In either case, students/staff who claim physical sensitivities to smoke or scent will be allowed to make alternate arrangements with the teacher for class participation or changes to office/space assignments.

### ***Other Considerations***

- Facilities will work with the organizers to ensure alarm issues will not disrupt the event; however, it is possible that some building occupants may smell the smoke or odor from the lighted tobacco, sage, sweet grass, cedar, and other natural plants.
- If there is an alarm during a ceremony people should treat it as an actual fire alarm and take appropriate action.
- Maintenance will clear the issue as soon as possible.

- The event manager will take accountability for the people attending and be responsible for making the decision to wait to return to the building or allow participants to leave and cancel the remainder of the event.
- Maintenance will be responsible for calling the event manager with updates.

**Legal References:** Minn. Stat. § 144.4167 Subd. 2. (Traditional Native American ceremonies)

**Cross References:** MSBA/MASA Model Policy 419 (Tobacco-Free Environment)

Adopted: 05-17-2022

Reviewed:

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 8, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<b>1. <u>Guest Presentations for this Meeting</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	2
<b>B. Business Services</b>	
1) Enrollment Report	4
2) Child Nutrition Department Report	7
3) Facilities Department Report	9
4) Technology Department Report	13
5) Transportation Department Report	15
<b>3. <u>Recommended Resolutions</u></b>	
A. B-10-24-4061 - Acceptance of Donations to Duluth Public Schools	16
B. B-10-24-4062 - Acceptance of Grant Awards to Duluth Public Schools	19
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	20
B. Job Description - Attendance Coordinator Paraprofessional	21
C. Finances	
1) Financial Report	25
2) Fundraisers	26
D. Bids, RFPs, and Quotes - None	
E. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Supplemental Life Insurance Rate Increase	27
B. Expenditure Contracts	28
C. No Cost Contracts	127
D. Revenue Contracts	151
E. Grant Applications	158

**Human Resources Report Summary  
October 2024 Activities**

**Staffing Updates:**

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

	<b>Certified</b>	<b>Non-Certified</b>
<b># New Hires</b>	25	22
<b># Retirements</b>	1	1
<b># Resignations</b>	3	12
<b># Leave of Absences</b>	2	1

**HR Department Updates:**

The HR team remains committed to recruitment efforts. Our final mini hiring fair in Cloquet concluded on September 26th, and we will continue our presence at monthly CareerForce hiring events in Duluth through January.

On Wednesday, September 25th, HR staff members attended the Law Arbitration Conference in Minneapolis to learn about the latest developments in labor law and labor arbitration. The conference included a panel discussion featuring experienced labor arbitrators.

HR staff have been conducting site visits to provide employees with support and address their HR-related inquiries. Additionally, we are diligently processing a significant volume of lane changes (175-200) for teachers and certified staff, with the goal of completing this process by the end of October.

**Benefits Updates:**

The 2024-25 new hire enrollment period has concluded. To streamline the process and reduce paperwork, we implemented a Google Classroom for Benefits Orientation. This platform provides comprehensive information on all available benefits, as well as resources on topics such as FMLA, workers' compensation, required physician documentation, retirement plans, medical leaves, and the employee assistance program.

The transition to digital enrollment forms for Laserfiche has been successful, and the new process has been well-received. To further support new hires, we hosted a benefits information session at DSC. Furthermore, we have reinstated site visits to schools, offering open forums for staff to discuss retirement planning, benefits, and other HR-related topics. We have already visited several schools and have eight more visits scheduled in the coming weeks. Preparations are underway for Fall Open Enrollment, which will commence in early November.

## Hiring Updates:

### Certified:

#### Teachers

- Elementary (3)*
- District Wide (2)*
- Special Education (2)*
- Adult Basic Education (1)*
- Sign Language Interpreter (1)*

### Non-Certified:

#### Child Nutrition (5)

#### Maintenance (7)

- Floating Custodian (2)*
- School Custodian I/II/III (1)*
- Master Electrician (1)*
- Second Shift Engineer I (1)*
- Second Shift Engineer II (2)*

#### Playground/Cafeteria Monitor (8)

#### Transportation (5)

- School Bus Driver II (2)*
- Bus Helper (2)*
- Substitute Bus Driver (1)*

#### Paraprofessionals (25)

- Sp. Ed. Paraprofessional Keyzone (3)*
- Sp. Ed. Program Paraprofessional LPN (2)*
- Supervisory Paraprofessional (1)*
- CTE Engineering Tech Tutor (1)*
- Supervisory Assistant (1)*
- Sp. Ed. Paraprofessional Student Specific Setting III (4)*
- Sp. Ed. Program Paraprofessional (3)*
- Sp. Ed. Paraprofessional Building Wide (6)*
- Education Sign Language Facilitators (1)*
- Instructional Paraprofessional (2)*
- Sp. Ed. Paraprofessional Early Childhood (1)*

#### Technology (2)

- Network Architect Administrator (1)*
- Network Engineer II (1)*

## Contract Negotiations:

We continue to meet with the District-Wide Instructional Administrators Association with the next meeting happening in October, a date is yet to be finalized. This is the final group to negotiate for the 2023-2025 cycle.

2024-2025	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12 <sup>4</sup>	
School	Enroll	Gr 1-5														
Congdon Park 435	476.00	401.00	75.00	78.00	77.00	69.00	84.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	448.00	370.00	78.00	68.00	79.00	74.00	75.00	74.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	254.00	212.00	42.00	36.00	41.00	49.00	46.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	510.00	436.00	74.00	79.00	100.00	78.00	88.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	312.00	254.00	58.00	52.00	47.00	58.00	45.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	329.00	268.00	61.00	52.00	59.00	61.00	50.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	254.00	219.00	35.00	43.00	44.00	50.00	41.00	41.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	317.00	262.00	55.00	59.00	49.00	57.00	52.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	394.00	321.00	73.00	72.00	67.00	61.00	64.00	57.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	229.00	191.00	38.00	41.00	42.00	34.00	38.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	674.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	255.00	243.00	176.00	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1085.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	344.41	380.00	361.00	0.00	0.00	0.00	0.00	
AE Online 650	123.51	494 students 33 Open Enrolled, 29 FT Residents, 432 PT Residents, Average Enrollment 0.25 less than 2 classes								0.00	0.00	0.28	10.17	32.44	45.47	35.15
Denfeld 215	994.41									0.00	0.00	0.00	258.57	253.31	281.08	201.45
East 220	1505.05									0.00	0.00	0.00	412.54	370.96	356.87	364.68
Merritt Creek Academy 81	74.71	30.00	2.00	3.00	5.00	8.00	10.00	4.00	7.00	7.00	7.00	7.00	13.00	1.71	0.00	
ALC 611	88.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.86	25.86	47.86	
Chester Creek Academy 575	31.00	19.00	0.00	1.00	2.00	3.00	11.00	2.00	2.00	3.00	2.00	2.00	1.00	2.00	0.00	
Rock Ridge Academy 580	36.00	12.00	0.00	3.00	2.00	2.00	2.00	3.00	2.00	4.00	1.00	4.00	6.00	4.00	3.00	
Arrowhead Academy 605	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	3.00	4.00	6.00	2.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	
Hospitals 630	17.00	5.00	0.00	0.00	0.00	1.00	2.00	2.00	1.00	3.00	2.00	1.00	2.00	2.00	1.00	
The Bridge 950	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	
<b>Total:</b>	8195.92	3000.00	591.00	587.00	614.00	605.00	608.00	586.00	611.41	641.00	551.28	698.28	697.57	724.99	680.39	

**2024-2025**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2024-2025	23-24	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	478.00	471.00	476.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00		5.00	-2.00
Homecroft 475	440.00	447.00	448.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	8.00
Lakewood 500	246.00	253.00	254.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	8.00
Lester Park 510	527.00	509.00	510.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	-17.00
Lowell 520	297.50	308.00	312.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	14.50
Lowell Immersion 521	335.00	330.00	329.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	-6.00
MacArthur 525	283.00	251.00	254.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		3.00	-29.00
Myers Wilkins 540	307.00	307.00	317.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00		10.00	10.00
Piedmont 550	395.00	388.00	394.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00		6.00	-1.00
Stowe 565	227.00	231.00	229.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00	28.00	-2.00	2.00
Lincoln Middle 225	612.35	664.00	674.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00		10.00	61.65
Ordean East Middle 335	1095.25	1078.55	1085.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.86	16.86	6.86	-9.84
AE Online 650	179.76	81.37	123.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.14		42.14	-56.25
Denfeld 215	902.60	949.90	994.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.51		44.51	91.81
East 220	1386.45	1508.58	1505.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.53	83.12	-3.53	118.60
Merritt Creek Academy 81	81.85	69.00	74.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.71		5.71	-7.14
ALC Seat Based 611	71.55	73.86	88.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.72		14.72	17.03
Chester Creek Academy 575	32.00	27.00	31.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	-1.00
WHA RRA 580	35.18	34.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	0.82
Arrowhead Academy 605	18.00	17.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	0.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Hospitals 630	22.66	15.00	17.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	-5.66
The Bridge 950	14.85	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.43	0.00	10.15
<b>Total:</b>	<b>7988.25</b>	<b>8038.51</b>	<b>8195.92</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>157.41</b>	<b>157.41</b>	<b>207.67</b>
<b>Change</b>		50.26	157.41	-8195.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

**2024-2025**  
**Month to Month Enrollment Changes by Grade**

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2024-2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Di	Net		Avg
EC	114.00	258.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.00		144.00	186.00
PK	0.00	59.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.00	203.00	59.00	29.50
KA	140.00	143.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		3.00	141.50
KG	436.25	448.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.75		11.75	442.13
1	585.00	587.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	586.00
2	610.00	614.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	612.00
3	599.00	605.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00		6.00	602.00
4	604.00	608.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	606.00
5	579.00	586.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00		7.00	582.50
6	606.41	611.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	42.75	5.00	608.91
7	626.00	641.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00		15.00	633.50
8	551.28	551.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	551.28
9	680.99	698.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.29		17.29	689.64
10	663.81	697.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.76		33.76	680.69
11	686.87	724.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.12		38.12	705.93
12	669.90	680.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.49	99.66	10.49	675.15
<b>K 12 Total:</b>	8038.51	8195.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.41	157.41	8117.22
<b>Change</b>		157.41	-157.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

# Child Nutrition Report

## August 2024

### Summer Meals Totals

Summer Counts Total																							
Monthly Report																							
Meal counts	Breakfast										Daily Ave	Lunch										Daily Ave	
	6/17/24	6/24/2024	7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024	8/5/2024	8/12/2024	TOTAL		6/17/24	6/24/2024	7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024	8/5/2024	8/12/2024	TOTAL		
Lincoln Park	18	11	3	36	141	170	171	48	18	616	15	45	59	37	91	199	194	203	68	38	934	22	
MacArthur	373	461	292	414	308	337	340	295	263	3083	73	450	527	316	402	335	374	477	506	414	3801	91	
MacArthur Bags- NW								62	75	137	3	65	230	150	359	132	132	28	158	92	1346	32	
Myers-Wilkins	249	275	167	304	73	86	86	89	79	1408	34	309	427	282	340	214	203	197	167	193	2332	56	
Aicho- Myers	40	50	30	50	50	40	50	50	50	410	10	110	150	90	150	150	120	150	150	150	1220	29	
Center City- Myers											0	136	170	102	170	56	46	54	48	50	832	20	
Piedmont	122	129	60	102	339	308	324	99	87	1570	37	160	229	111	219	449	485	384	234	146	2417	58	
Piedmont Bags- NW											0	48	64	46	63	48	64	62	59	239	693	17	
Goldberg Boys & Girls (PB)											0	90	79	43	50	58	63	46	54		483	12	
Lincoln Boys & Girls (PB)											0	100	122	72	114	109	137	61	86		801	19	
Stowe	49	77	30	53	61	52	41	40	25	428	10	152	461	143	219	250	229	170	237	163	2024	48	
Denfeld	104	105	60	95	94	79				537	13	190	304	135	279	311	306				1525	36	
Rockridge	81	116	73	100	71	93	91	83	97	805	19	118	143	78	115	48	79	75	127	65	848	20	
<b>Total Average</b>											<b>214</b>											<b>458</b>	

### Summer Meals 10 Year Comparison

Summer Meals											
YEAR	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
				Pandemic Pandemic		<b>BREAKFAST</b>					
June	2260	3642	2003	15337	21620	3152	4523	4868	5565	6958	5813
July	4896	8106	4758	14500	13509	5859	6422	6581	8220	8226	5747
August	1837	4131	4679	9440	9272	3190	4473	5112	6862	4362	3211
	<b>8993</b>	<b>15879</b>	<b>11440</b>	<b>39277</b>	<b>44401</b>	<b>12201</b>	<b>15418</b>	<b>16561</b>	<b>20647</b>	<b>19546</b>	<b>14771</b>
				Record Year		<b>LUNCH</b>					
June	4938	6253	4229	22317	22697	8777	10316	12770	12771	15671	12702
July	10254	14127	9701	18242	14745	13476	16475	16954	18153	20855	13917
August	4064	8357	8073	12209	10078	8439	12356	14144	16909	13165	8389
	<b>19256</b>	<b>28737</b>	<b>22003</b>	<b>52768</b>	<b>47520</b>	<b>30692</b>	<b>39147</b>	<b>43868</b>	<b>47833</b>	<b>49691</b>	<b>35008</b>

\*\*NOTE about 2024 summer meals- Lowell was under construction and not available for having a meal site. The counts reflect that, as we fed 100 children daily there in Keyzone.

### Summer Meal Program Audit

The 3 day USDA summer meal program audit was completed on 7/31, 8/1 & 8/2. Findings of that audit were minimal and an opportunity for program mentorship from the auditor was appreciated. The auditor was complimentary of our meal program and impressed with the vast array of fresh produce we are able to offer children.

**Informing Parents about the Changes in Child Nutrition Computer Offerings**

Child Nutrition sent out postcards to all families in the school district to inform them that lunch is again free for all students and also the importance of filling out the application for educational benefits. Child Nutrition no longer uses PAYPAMS for the online application or payment option. Both of those tasks can now be done in the parent portal of Infinite Campus.

# Facilities Management & Capital Project Status Report October 2024

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

- In the past month, the Facilities maintenance crews have completed 443 work orders and are currently working on 269 open work orders.
- Facilities Pro new software installation and Server migration is complete. Working with IT to button up final items.

## **Capital / Construction**

- Myers Wilkins Gym Shoring and bracing is in place to support the exterior wall and roof
- Myers Wilkins work has started with Northland Engineering establishing the repair scope of work, ICS is reaching out to contractors and dealing with price quotes and dealing with the City of Duluth for Permitting. We have been in contact with insurance companies and gone over all the current scope with their contracted Engineer and representative.
- Laura MacArthur water main is repaired with the full system flushed.
- Dead trees at East are scheduled to be removed later this month with Ricks Tree Service.
- Myers Wilkins Chiller coil has been replaced. Still waiting on what further repairs will be needed.
- Summit Sprinkler will be doing maintenance and testing on all of the PreAct systems installed in all of the gyms this month.

## **Discussion with Legal Representation**

No discussions

## **Building Operations**

As we continue to navigate challenges within Operations, we are still experiencing issues related to employee illness and open positions. We appreciate everyone's efforts during this time and encourage open communication regarding workload and support needs.

We would like to extend our congratulations to the following individuals who have recently stepped into the role of:

### **Engineers:**

- Julie Brun at Myers-Wilkins
- Erick Johanson at Lowell

### **Second Shift Engineers:**

- Scott Giegling at Laura MacArthur
- Dale McRae at Lakewood
- Jack Davis at Stowe
- Scott Goldfine at Piedmont

- Ben Belden at Lowell
- Mitch Kinnear at East HS

**Custodians:**

- Laurel Bakken at Denfeld
- Ron Benson is a Floating Custodian

Additionally, we are pleased to announce that Liam Siers has successfully passed his special boilers license examinations. This achievement enhances our team's capabilities and ensures we maintain our operational standards.

Thanks to all the Building Operations staff for your continued dedication and hard work.

**Health, Safety, and Environmental Management**

- **Audits & Inspections**
  - Automotive hoist at Denfeld HS replacement ready for use.
  - Radon testing results submitted to MN Dept. of Health
  - Fire code corrections at East HS still under way
  - Basketball hoop inspections completed - repairs complete at elementary and middle schools. Repairs for East HS and Denfeld HS are in the process of being scheduled.
  - Semi-annual playground inspections completed 9/6.
- **Regulatory Reporting**
  - Nothing needed in August
- **Systems & Technology Updates**
  - Nothing new in August
- **Training**
  - Basic Life Support & First Aid renewal training for nursing staff completed for August 28th.
  - I Love U Guys Foundation Standard Response Protocol training completed for Duluth Leadership Team Thursday Aug 15th from 1:00-3:00
  - Animated SRP video posted to district YouTube page and Safe & Welcoming webpage
  - Respirator training and fit testing completed for August 12th.
  - New hire general safety training held for certified and non-certified staff 8/20 at DSC
  - All staff Emergency training held at Denfeld 8/27, with additional breakout session in the afternoon
- **Chemical and Hazardous Waste Disposal**
  - Bulb and battery pickup date being scheduled. (Pending utilities staff availability)

- **Document Updates**

- Emergency Operations Plan updates complete.
- Classroom flipbook Emergency Operations Guide complete
- Goal to complete a thorough review of all HSE procedure documents and policies in FY25.

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- **Injury and Incident Statistics**














- **August 2024 (as of 9/6/2024)**
  - **OSHA Recordable Rate (TRIR):**
  - **OSHA Recordable Injuries: 1**
  - **Days Away from Work: 0**
  - **Days on Restricted Duty: 0**
  - **Non-recordable Injuries: 2**
  - **Near Misses/Hazards Reported: 0**
- **2024 Year-To-Date**
  - **OSHA Recordable Rate (TRIR) (Goal  $\leq 1.00$ ):**
  - **OSHA Recordable Injuries: 12**
  - **Days Away from Work: 59**
  - **Days on Restricted Duty: 28**
  - **Non-recordable Injuries: 60**
  - **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.*

# Technology Department - September 2024 Report

- **Cybersecurity**




- Google Security
  - Gmail

- 1.6M Emails Messages Accepted/Delivered. 
- 131K Rejected 
- 61K Spam folders 
- 8.3K were identified as Phishing 
- 68 were identified having suspicious attachments 
- 11K were identified as Spoofing 
- 0 emails were identified as Malware
- Account Information
  - 10,867 Active Accounts 
  - 4,909 Suspended Accounts 
  - 27.18TB of storage 
  - 332.5K Files shared externally 
  - 1.1K Suspicious login attempts 
  - 4.5K Failed user login attempts 
  - 109 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- Q4 of 2024 I am looking at sending out the following Bids
  - [Bid-1324 MAN and ISP Services](#)
    - Open at 2:00 pm on Tuesday, November 19, 2024
    - USAC E-Rate Bid
      - Application Number: 250000573
  - [Bid-1332 Uninterruptible Power Supply \(UPS\) Systems](#)
    - Open at 2:00 pm on Tuesday, November 19, 2024
    - USAC E-Rate Bid
      - Application Number: 250000581
  - Bid-1325 Palo Alto Cybersecurity Subscription Services - New [USAC E-Rate Cybersecurity Pilot Program](#)
  - Bid-1326 YubiKey Security Keys for Staff & Students - New [USAC E-Rate Cybersecurity Pilot Program](#)

- **Technology Help Desk Tickets**

- 846 New Technology Support Tickets Created 
- 853 Tickets were resolved 
- 368 Tickets remain unresolved 


- **Technology Projects/Updates**

- CDW-G/CTI Team was onsite on September 18-20, and re-programmed the Boardroom AV system. The only outstanding issue is to replace the three Chromecast Boardroom devices with AIRTAME devices. Chromecast devices support Digital Rights Management (DRM) that prevents us from displaying/showing any content during a YouTube Livestream.
- The Bluum AV Team will be back in the district to visit ~300 classrooms in the coming weeks to verify the previous Bluum AV Team used the proper speaker wire connectors. Recently we

## Technology Department - September 2024 Report

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have identified several classrooms that did not have the proper speaker wire connectors installed.

- ARK/Involta Data Center move is scheduled to start at 6:00 pm on Thursday, October 17, 2024. Since this is MEA weekend we do not anticipate any interruption for staff since all IT services will be operating by 6:00 am Monday, October 21.
  
- **Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
  - [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
  - 143,677 kg is our August 2024 Carbon Footprint.  (51% comparing to July 2024)
  - 3.87174 is our September 2023 - August 2024 Carbon Footprint.

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## Transportation Report September 2024 Activities

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

We have continued working on routing students. This is an ongoing effort as students' needs change. We are also working through the behavioral issues on buses with students. We have pulled a lot of video footage to share with the schools so they can address the concerns. Drivers have provided numerous misconduct reports already this year.

### Staffing (comments and concerns)

- We are making due with the staff we have but still need more drivers and helpers.
- We have interviewed a helper and two drivers the helper is due to start mid-October and the drivers are in the background check stage.

### Bus Maintenance

- The mechanics are maintaining the buses when they are not out covering for sick drivers.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month is 85631. Our goal is to have 50-60k miles average.

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**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
Denfeld	The Greater Denfeld Foundation	\$11,500.00	Each staff member receiving a donation was to utilize it for their school space.	There is a spreadsheet with the specific breakdowns of how the donations were distributed if you would like.
Districtwide	Udac Board of Directors	In-kind		Games, Art supplies, Tables, Desks, Padded tables for Physical Therapy, Chairs, Wheelchairs. Strollers, Medical Occupation Supplies, Shelving units.
Districtwide	Family of David Buchheit	In-kind	To be used for students with mobility impairments	David's family donated a Buddy Roamer gait trainer (to assist students who are not able to walk independently). Above address is for David's mom, Kaitlin Buchheit. David also resides with his dad, Andy Buchheit. If possible, please send a thank you to Andy at: 301 W 1st St #707 Duluth, MN 55802
Districtwide	Pennie Turcott	\$1,000.00	Ms. Turcott would like this donation to be spent helping any student that would like to participate, but can't due to finances.	
Laura	Bethany	In-kind	School supplies	Misc School supplies

MacArthur	Community Church			17
Laura MacArthur	Annette Jubie	In-kind	School supplies	Annette stated she donates misc. school supplies every year to a different school this year she chose our school. Misc. school supplies in a tote. very kind donation.
Laura MacArthur	Lake Superior Zoo	In-kind	Raffle for Open House	4 pack of passes, 4 Red Panda books & red Panda stuffed animal for open house raffle
Laura MacArthur	Western Bank - West Duluth location	In-kind	School supplies	Spirit Valley Days School Supply Drive Donations - School Supplies
Laura MacArthur	Farmers Insurance - Mike Letica	In-kind	School supplies	We were given a very generous donation of school supplies and paper from Mike Letica & the Elks Auxiliary.
Laura MacArthur	Laura MacArthur Elementary School PTO	In-kind	5th Grade Classroom	This was a donation from PTO to the 5th Grade Classrooms of 2 all-purpose storage tray shelving units. These are counter top style centers designed to help them organize their space.
Piedmont	Bethany Community Church	In Kind - Kleenex, pencils, crayons, markers, glue sticks, erasers, folders, notebooks, hand sanitizer		
Piedmont	Cub Foods Store #1603	In Kind - 8 backpacks filled with supplies and 4 cases of school		128

		supplies (crayons, pencils, erasers, scissors, notebooks, pencil boxes)		18
Piedmont	Members and Employees of Proctor Credit Union	In Kind - Clorox Wipes, Backpack full of school supplies		
Piedmont	Christ Lutheran Church	In kind: 4 big boxes of fruit snacks and 4 big boxes of goldfish crackers	For the Kindergarten classrooms	
Stowe	Western Bank	In-kind		School supplies
Stowe	Proctor Credit Union	In-kind		School supplies
Stowe	Lutheran Church of the Good Shepherd	In-kind		Classroom snacks
Stowe	Julie Olson	In-kind		

## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Ordean Foundation	Jason Goulet	Piedmont	\$10,000.00	To provide sensory equipment to support both or special education and general education students from preschool to grade 5
Voya Unsung Heroes	Jason Goulet	Piedmont	\$2,000-25,000	To provided sensory supports and equipment for students of all ages at Piedmont Elementary

**HUMAN RESOURCES ACTION ITEMS FOR: October 15, 2024**

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BARTLETT, ALESHA M	VISUAL ARTS/ROCKRIDGE,CHESTER CREEK, MERRITT CREEK, (MA) IV 3, 1.0	08/27/2024
BORAK, CHARLES E	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+45) IV 9, 1.0, AAGENES-JASPERSON S. RESIGNED	08/26/2024
DIBBLE, ASHLEY N	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (MA) IV 3, 1.0,	08/26/2024
DISSELL, DANIEL G	EARTH SCIENCE/DENFELD, (MA) STEP 9, 1.0, BOHAN B. DISPLACED	08/26/2024
FORBORT, SCOTT W	ENGLISH/AEO,ALC, (MA) IV 9, 0.5, JANSON. L RESIGNED	08/26/2024
JACOBI, RYAN J	SOCIAL STUDIES/DENFELD, (BA) III 2, 0.5	08/26/2024
JOHNSON, BRIAN P	HOURLY TEACHER/DAE, 14/38WKS, \$30.00	08/26/2024
KANE, KATHERINE M	HOURLY TEACHER/DAE, 14/38WKS, \$30.00/HR, SWARD L. RESIGNED	08/26/2024
KLENNERT, KAITLIN M	VISUAL ARTS TEACHER/ORDEAN, (BA) III 2, 0.7	08/26/2024
KUBIK, BETHANY A	MATH INTERVENTIONIST TOSA/LINCOLN PARK, (PHD) V 9, 1.0, BRECKENRIDGE R. TRANSFER	08/26/2024
KUHN, JENNIFER L	SPED STEPS IV TOSA/ROCKRIDGE, (MA) IV 5, 1.0, DERRICK J. DISPLACED	08/26/2024
LEMKE, ERIC J	BUSINESS ED TEACHER/EAST, (BA+15) III 8, 1.0	08/26/2024
LITTLE, THRESE M	VISUAL ARTS TEACHER/ORDEAN, (MA) IV 9, 1.0	08/26/2024
NETTLETON, JENNIFER F J	SPED EBD SETTING III TEACHER/DENFELD, (MA) IV 9, ALLEN F. DISPLACED	08/26/2024
NETTLETON, KEVIN E	DEAN OF STUDENTS TOSA/DENFELD, (MA+45) IV 9, 1.0,	08/27/2024
NIELSEN, CLAIRE J	SPED RESOURCE TEACHER/LESTER PARK, (BA) III 1, 1.0, ABRAHAMSON, D RETIRED	08/26/2024
NUPEN, MATTHEW C	CTE BUSINESS & MARKETING COMPUTER SCIENCE/DENFELD, (BA+15) III 8, 1.0	08/26/2024
ORLOWSKI, DELILA L	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 6, 1.0, PECK A. LOA	08/26/2024
RAITZ, MARIANNE	GRADE 1 SPANISH IMMERSION/LOWELL, (MA) IV 9, QUINN C. MATERNITY LEAVE	08/26/2024
RESSEMAN, MADISON K	PRESCHOOL TEACHER/MYERS-WILKINS, (BA) III 4, 1.0, BROWN L. RESIGNED	08/26/2024
SUOMALA, BRITTANY ANN	GRADE 1/LOWELL, (BA) III 5, 1.0, KELLEY, L. TRANSFER	08/26/2024
VOIGT, HEIDI P	SPANISH TOSA/AEO, (BA+30) III 4, 0.6, CUMMINS J. RESIGNED	08/26/2024
VOIGT, HEIDI P	HEALTH TOSA/AEO,ALC, (BA+30) III 4, 0.4	08/26/2024
WRIGHT, MYRIAM A	LTS GRADE 5 SPANISH IMMERSION/LOWELL, (BA) III 8, QUINN C. MATERNITY LEAVE	08/26/2024
YOUNGMAN, STEPHANIE M	SKILLS FOR SUCCESS/LINCOLN PARK, (BA) III 8, 1.0	08/26/2024
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BEYER, JUSTINE J	KINDERGARTEN TEACHER/MYERS WILKINS	11/04/2024 01/31/2024
DANIELSON, CHLOE K	SPECIAL EDUCATION SOCIAL WORKER/STOWE	08/19/2024 11/11/2024
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
PECK, MATTHEW R	GRADE 5 SPANISH IMMERSION - LOWELL ES	06/07/2024
SCHNEIDER, ANNAMARIE	ELEM READ INTERVENTIONIST - MYERS-WILKINS ES	06/06/2024
SHEVICH, ANDREA L	GRADE 1 - LAURA MACARTHUR	08/22/2024
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
SIEMSEN, MARY B	SPED RESOURCE - PIEDMONT	06/07/2024
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ANDERSON, HALEY A	OSS/EAST, 40/44WKS, \$16.82/HR, PREBEG B. RESIGNED	08/19/2024
ANDERSON, SOMMER M	SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$20.05/HR, KNEELAND S. RETIRED	08/28/2024
BAILEY-TURNER, JOSEPH W	NUTRITIONAL SERVICE ASST/DENFELD, 23.75/38WKS, \$15.68/HR, BOO B. RESIGNED	08/28/2024
CURNOW, LOUISE A	PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$20.04/HR, PERPICH C. RESIGNED	08/26/2024
ENGBRETSON, DAVID J	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.88/HR, SOLARZ A. RESIGNED	08/26/2024
GERSICH, BRENDA K	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR	08/26/2024
HARVEY, MAXIMILIAN R	PRESCHOOL PARA/STOWE, 23/38WKS, \$20.75/HR, WILTON P.	08/26/2024
HETRICK, EMMA M	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$21.07/HR,	08/26/2024
HUNEKE, EMILY A	SPED PROGRAM PARA/DISTRICT WIDE, 12/38WKS, \$21.42/HR, MATTHEWS L. RESIGNED	08/26/2024
JONES, JENNIFER N	CHECK AND CONNECT PARA/LINCOLN PARK, 40/38WKS, \$26.54/HR, PAYNE L.	08/26/2024
KIRBY, ANNIKA J	CHECK AND CONNECT PARA/EAST, 40/38WKS, \$26.40/HR, ZWAK E. RESIGNED	08/26/2024
KOEHLER, SHEILA M	ECFE PARA/PIEDMONT, 10/38WKS, \$18.46/HR,	08/26/2024
LUNDORFF, JAMES B	SPED BW PARA/CONGDON. 31.25/38WKS, \$21.35/HR, MICKELSON H. TRANSFER	08/26/2024
MILLER, KAITLYN L	SPED STUDENT SPECIFIC PARA/DENFELD, 32.5/38WKS, \$21.62/HR,	08/26/2024
MOTZKO, LILY G	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR, BALSAVICH J. LOA	08/26/2024
OLSON, CRYSTAL F	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 15/38WKS, \$15.68/HR	08/28/2024
PHILLIPS, CASSANDRA M	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.04/HR	08/26/2024
REINKING, AMBER L	NUTRITIONAL SERVICE ASST/EAST, 23.75/38WKS, \$15.68/HR,	08/28/2024
SANDERS, TERI A	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$21.35/HR, CANFIELD-EVANSON K.	08/26/2024
SCHILLING, HELEN M	HOURLY CLERICAL/DSC, 12.5/52WKS, \$15.00/HR, HARVICK C.	08/19/2024
SMITH, ERIN M	NUTRITIONAL SERVICE ASST/DENFELD, 18.75/38WKS, \$15.68/HR	08/28/2024
TIEGEN-TRACY, ASHLEY A	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$21.35/HR, FREESE T. RESIGNED	08/26/2024
<b><u>NON-CERT PRESUMED RESIGNED</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
KEDROWSKI, MARK D	SPED LPN PARA - DENFELD	09/04/2024
SALISBURY, HANNAH J	SPED PROG PARA SETTING III/IV - LOWELL ES	09/04/2024
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BROOKS, IVIE M	MENTAL HEALTH PRACTITIONER - MYERS-WILKINS ES	08/26/2024 06/06/2025
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BAKER, HEIDI J	CHECK & CONNECT PARA - DENFELD HS	08/30/2024
GOODSKY, TEAGUE E	CULTURAL IMMERSION PROG PARA - LOWELL ES	06/07/2024
GUIDOTTI, SHEAHAN K	SPED BW PARA - MYERS-WILKINS ES	06/07/2024
PETERSON, CHASE P	SPED ECSE PARA - LAURA MAC ES	06/07/2024
RUDOLPH LAVALIER, LOGAN I	TECH TUTOR PARA - DENFELD HS	06/07/2024
RUNNELS, ROBERT O	SPED PROG PARA SETTING III/IV - DENFELD HS	06/07/2024
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV - EAST HS	08/01/2024
SWANSON, HANNAH R	SPED BW PARA - LOWELL ES	06/07/2024
VICTOR, KASAUNDR A	CHECK & CONNECT PARA - DENFELD HS	08/07/2024
WISELEY, LAUREN E	SPED PROG PARA SETTING III/IV - LESTER PARK ES	08/01/2024
<b><u>NON-CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
PACK, THERESA V	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	09/17/2024

CLASSIFICATION DESCRIPTION  
Attendance Coordinator Paraprofessional

<b><u>Title of Immediate Supervisor:</u></b> School Principal	<b><u>Department:</u></b> Denfeld High School	<b><u>FLSA Status:</u></b> Non-Exempt
<b><u>Accountable For (Job Titles):</u></b> N/A		<b><u>Pay Grade Assignment:</u></b> Educational Assistants, Addendum A, Wages

<b>General Summary or Purpose of Job:</b>
<p>The Attendance Coordinator Paraprofessional will focus on attendance promotion and recovery. This position will work closely with the Attendance Action Team, Families in Transition staff, Special Education Case Managers, BARR Community Connect, the Student Attendance Review Board (SARB) and other District support staff including Check and Connect Mentors, Integration Specialists and American Indian Home School Liaison. Work will also require communication and coordination with external partners such as Duluth Police and Probation Officers, Community Health Coordinator - alignment to support families, and County Social Workers.</p> <p>By effectively coordinating attendance efforts and providing support to students and families, the Attendance Coordinator Paraprofessional will contribute to a positive and inclusive learning environment.</p>

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<b>Coordinate Attendance Action Team:</b> <ul style="list-style-type: none"> <li>• Collect and disaggregate attendance data.</li> <li>• Analyze data to identify trends and patterns.</li> <li>• Develop strategies to address attendance concerns.</li> </ul>	Daily 40%
2.	<b>Collaborate with School Staff:</b> <ul style="list-style-type: none"> <li>• Conduct routine check-ins with deans, assistant principal, and principal.</li> <li>• Attend Community School meetings to discuss attendance issues.</li> <li>• Stay informed about District Attendance Policies and participate in relevant discussions.</li> </ul>	Daily 25%
3.	<b>Engage Families:</b> <ul style="list-style-type: none"> <li>• Implement interventions such as attendance contracts and mediations.</li> <li>• Provide support and resources to families facing challenges.</li> <li>• Coordinate community and home visits</li> <li>• Coordinate with staff who have a strong relationship with the family.</li> </ul>	Daily 10%

**CLASSIFICATION DESCRIPTION**  
**Attendance Coordinator Paraprofessional**

4.	<b>Support Attendance Office:</b> <ul style="list-style-type: none"> <li>• Assist with clerical tasks to enhance system capacity.</li> <li>• Contribute to the development and maintenance of attendance systems.</li> </ul>	Daily 5%
5.	<b>Promote Attendance:</b> <ul style="list-style-type: none"> <li>• Develop and implement attendance campaigns and messaging.</li> <li>• Raise awareness about the importance of regular attendance.</li> </ul>	Monthly 20%
6.	Performs other duties of a comparable level or type.	As required

<b>Minimum Qualifications:</b> (necessary qualifications to gain entry into the job not preferred or desirable qualifications)
Requires a minimum of an Associate Degree, and at least three years of experience working with high school students, or a combination of education and relevant experience totaling 5 years.
Experience working with families and students impacted by mental health, substance abuse, systemic/oppressive systems, poverty, trauma, and cultural awareness preferred.

<b>Certification or Licensing Requirements</b> (prior to job entry):
(Empty space for certification or licensing requirements)

<b>Knowledge Requirements:</b>
Requires knowledge of:
<ul style="list-style-type: none"> <li>▪ Familiarity with school district attendance policies and procedures.</li> <li>▪ Understanding of available resources and support services for students and families.</li> <li>▪ Knowledge of local organizations and resources that can assist with attendance issues.</li> <li>▪ Proficiency in using data analysis tools and software.</li> <li>▪ Understanding of cultural differences and their impact on student attendance.</li> </ul>

<b>Skill Requirements:</b>
Skilled in:
<ul style="list-style-type: none"> <li>▪ Managing multiple tasks, prioritizing responsibilities, and maintaining accurate records.</li> <li>▪ Effective verbal and written communication skills to interact with students, families, and school staff.</li> <li>▪ Capacity to identify and address attendance issues, develop solutions, and implement strategies.</li> <li>▪ Proficiency in collecting, analyzing, and interpreting attendance data.</li> <li>▪ Researching resources of outside organizations for the benefit of students and parents.</li> <li>▪ Building positive relationship with students, families, and community partners.</li> <li>▪ Working effectively with a team of school staff and community partners.</li> <li>▪ The usage of desktop computers and applications software.</li> </ul>

**CLASSIFICATION DESCRIPTION**  
**Attendance Coordinator Paraprofessional**

**Ability Requirements:**

Ability to::

- Adapt to changing circumstances and work with diverse populations.
- Understand and appreciate different cultural backgrounds and perspectives.
- Understand and respond to the needs and emotions of students and families.
- Organize workload that provides effective and efficient achievement.
- Proactively approach identifying and addressing attendance concerns.
- Use desktop computers and applications software.

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

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

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Work is frequently performed in outdoor weather conditions when traveling between school sites or community agencies.

The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

**Vision Requirements:** Check box if relevant

Yes      No

CLASSIFICATION DESCRIPTION  
Attendance Coordinator Paraprofessional

No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

**Job Classification History:**

New position classified by ISD 709, Human Resource Management, August 2024



**HR/BS Services Committee Monthly Fund Balance Report  
October 8, 2024 Committee Meeting**

**BUDGET SUMMARY**

10/4/2024

Percent spent

REVENUES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June			
General	01	\$ 121,707,253.72	\$ 121,223,653.72	\$ 24,582,331.87	\$ 6,000.00	\$ 96,647,321.85	20%			
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 45,977.11	\$ -	\$ 5,954,022.89	1%			
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 947,208.75	\$ -	\$ 5,384,982.10	15%			
Community Ed	04	\$ 8,580,500.00	\$ 8,575,948.02	\$ 800,901.37	\$ -	\$ 7,775,046.65	9%			
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 304,259.59	\$ -	\$ 2,467,915.84	11%			
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 1,256,640.07	\$ -	\$ 26,810,644.93	4%			
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%			
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 266,098.98	\$ -	\$ 683,901.02	28%			
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 66,233.01	\$ -	\$ 210,030.99	24%			
<b>REVENUES</b>	<b>TOTALS:</b>	<b>\$ 174,961,769.00</b>	<b>\$ 174,473,617.02</b>	<b>\$ 28,269,650.75</b>	<b>\$ 6,000.00</b>	<b>\$ 146,209,966.27</b>	<b>16%</b>			

EXPENSES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June			
General	01	\$ 122,251,138.00	\$ 122,071,417.00	\$ 20,263,959.95	\$ 4,935,025.93	\$ 96,872,431.12	21%			
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 558,337.69	\$ 2,682,776.21	\$ 2,814,884.10	54%			
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 891,316.46	\$ 452,052.14	\$ 5,440,430.40	20%			
Community Ed	04	\$ 7,826,159.00	\$ 7,840,107.02	\$ 1,091,372.47	\$ 89,564.26	\$ 6,659,170.29	15%			
Operating Capital	05	\$ 6,720,958.43	\$ 6,720,958.43	\$ 2,429,340.01	\$ 494,764.33	\$ 3,796,854.09	44%			
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 470,432.34	\$ 24,054.45	\$ 498,944.78	50%			
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,810,568.10	\$ -	\$ 25,582,961.90	7%			
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%			
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 371,221.06	\$ -	\$ 558,342.94	40%			
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 53,877.48	\$ 13,793.93	\$ 312,321.59	18%			
<b>EXPENSES</b>	<b>TOTALS</b>	<b>\$ 179,598,304.00</b>	<b>\$ 179,432,531.02</b>	<b>\$ 27,940,425.56</b>	<b>\$ 8,692,031.25</b>	<b>\$ 142,800,074.21</b>	<b>20%</b>			

Extra Curricular fund 01 fin 298  
 Revenue \$ 41,848.91  
 Expense \$ 58,008.13

**Fundraisers Reported  
September 2024**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
East	Cheerleading	\$2,500.00	Duluth Coffee Company
Ordean-East	Library	\$1,500.00	Scholastic Book Fair
Community Education (K.E.Y. Zone)	K.E.Y. Zone	\$4,000.00	Pie in the face fundraiser with thermometer goals for scholarships.

## Supplemental Life Insurance Rate Increase

Effective January 1, 2025

**Current:**

Supplemental Life and ADD	Cost per Month Currently
\$10,000	\$1.65
\$20,000	\$3.30
\$30,000	\$4.95
\$40,000	\$6.60
\$50,000	\$8.25
\$60,000	\$9.90
\$70,000	\$11.55
\$75,000	\$12.38
\$80,000	\$13.20
\$90,000	\$14.85
\$100,000	\$16.50

**New:**

Supplemental Life and ADD	Cost per Month as of 1/1/25
\$10,000	\$1.85
\$20,000	\$3.70
\$30,000	\$5.55
\$40,000	\$7.40
\$50,000	\$9.25
\$60,000	\$11.10
\$70,000	\$12.95
\$75,000	\$13.88
\$80,000	\$14.80
\$90,000	\$16.65
\$100,000	\$18.50

**Key Points:**

- The District pays no portion of the Supplemental Life Insurance rates.
- Supplemental life insurance policies are an optional enrollment for our employees if they would like to have extra coverage. They pay the monthly premium.
- The District still pays the cost of the basic life insurance policy, those rates will not increase for 2025. They are listed below:
  - Directors and Principals: \$100,000 basic life insurance policy at \$14.50 per month.
  - All other employees: \$50,000 basic life insurance policy at \$7.25 per month.

### Expenditure Contracts Signed September 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
Johnson Controls	\$26,842.00	Facilities (DR)	MWES chiller repairs
CDW Government, LLC	\$10,000.00*	Technology (DU)	Consulting Engineer #3
Sorenson	TBD	Technology (DU)	A global language services provider combining patented technology and human-centric services to connect people across signed and spoken languages through interpreting and captioning solutions
Many Rivers Montessori	TBD	Transportation (DU)	Transportation reimbursement agreement for 2024-2025 school year (Reimbursement of .38/mile)
Anna Schneider	\$250.00/session	TLE Dept. (DR)	Facilitation of LETRs training
Center for Safe and Resilient Schools and Workplaces	\$7,200.00	TLE Dept. (DR)	CSR will conduct one live in-person training for up to 20 trainees in Support for Students Exposed to Trauma in Spring of 2025
Fuel Education	\$34,380.00*	TLE Dept. (DU)	Learning Hub Course Seat License for ALC/AEO
Minnesota Education Equity Partnership	\$5,000.00*	TLE Dept. (DR)	Staff development training sessions/keynote speaker

CW Transportation Services	\$1,500.00*	Special Services (DR)	Transportation Services as needed by Duluth Public Schools for a student with a manual wheelchair
EDU Healthcare	\$60.00/hour (38.75 hours/week)	Special Services (DR)	Registered nurse services for assigned student
Meehan Mental Health Services	\$150.00*	Special Services (DR)	One-hour student specific dissociation training at Denfeld HS
Secret Forest Playschool	\$3,650.00*	Special Services (DU)	Services provided for student with IEP
Secret Forest Playschool	\$3,650.00*	Special Services (DU)	Services provided for student with IEP
Joseph Gokee	\$1,080.00*	Am. Indian Education (DR)	Facilitate traditional Native American lacrosse games for youth and residents of ISD 709
Molly Henke	\$8,500.00*	Head Start (DR)	Nutrition & Dietician services for Duluth Head Start and Preschool
Mary Ann Marchel	\$6,000.00*	Early Childhood (DR)	Provide group facilitation services for Duluth Public Schools' ECFE Program
Blue Sky Coffee Duluth	\$500.00*	Early Childhood (DU)	Contractor will have their coffee trailer at the ECFE Transportation Night
Nathan Payne	\$2,000.00*	Denfeld HS (DR)	Theater camp at Denfeld HS
Audrey Zupec	\$1,000.00*	Denfeld HS (DR)	Theater camp at Denfeld HS
Calland Metts	\$5,000.00*	Denfeld HS (DR)	Theater camp at Denfeld HS
Duluth Vineyard Church	\$3,000.00*	East HS (DR)	Parking agreement for 2024-2025 school year
Photo Active Events	\$895.00*	East HS (DU)	Photo booth for upcoming event
Wolf Ridge ELC	\$23,750.00	Lester Park ES (DU)	Field trip March 19 – 21, 2025



Myer Wilkins. Chiller repairs. 9.19.24  
Quote Prepared by Tyler Arezzo  
10/02/2024



# PROPOSAL

## Account Information

**Bill To:** INDEPENDENT SCHOOL DISTRICT 709  
ATTN CHRIS STOFFEL 709 PORTIA JOHNSON DR  
DULUTH MN  
USA 55811

**Quote Reference Number:** 1-1PLVMK5Q

**Project Name:** Myer Wilkins. Chiller repairs. 9.19.24

**Site:** MYERS WILKINS ELEMENTARY  
1027 N 8TH AVE E  
DULUTH MN 55805-1427

**Branch Info:** JOHNSON CONTROLS DULUTH MN CB - 0N51

**Attn:** Jeremy DeGraef

## Customer Information

**Name:** Jeremy DeGraef

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the not to exceed price of: \$26,842.00

This proposal is valid through: 10/31/2024

**INDEPENDENT SCHOOL DISTRICT 709**

**Johnson Controls Inc.**

Signature: *Simone Zunic*  
Name: *Simone Zunic*  
Title: *Exec. Dir. Business Services*  
Date: *10.2.24*  
PO: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Benefits/Scope of Work:**

Johnson Controls proposes to provide the labor and material to perform a dry out process on Circuit 1 on the YLAA 0156 chiller.

**INCLUDED:**

- 1.Recover and properly recycle the contaminated refrigerant.
- 2.Remove and properly recycle contaminated refrigerant oil.
- 3.Provide and install additional access ports needed for the process.
- 4.Provide compressor oil and fill to specification.
- 5.Provide new refrigerant and charge to specification.
- 6.JCI will contract an out of state vendor to perform the dry out process.
- 7.JCI will perform a start up process and provide a report to the customer upon completion.

**EXCLUSIONS:**

- 1.The chiller will be completely shut down for the duration of the repair.
- 2.Proposed are the best methods available to JCI to provide a dry system upon completion, further complications and premature failures are always possible but not likely.
- 3.Labor or materials not specifically described above are excluded from this proposal.
- 4.Unless otherwise stated, any, and all overtime is excluded from this proposal.
- 5.Applicable taxes or special freight charges are excluded from this proposal.

**CUSTOMER ACCEPTANCE:**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement  
 YES: Please reference this PO Number:  
 \_\_\_\_\_

AR Invoices are accepted via e-mail:  YES: E-mail address to be used:  
 \_\_\_\_\_

NO: Please submit invoices via mail  NO: Please submit via \_\_\_\_\_

**(IMPORTANT):** "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

**TERMS AND CONDITIONS**

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. As set forth in JCI's proposal, Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate

permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF

EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. FAR.** JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**8. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**9. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**10. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**11. PRICING.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

**12. DISPUTES.** JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or

cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

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**13. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**14. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**15. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**16. FORCE MAJUERE:** JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**17. SAFETY, HEALTH AND HAZARDOUS MATERIALS.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

**18. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**19. DIGITAL ENABLED SERVICES.; DATA.** If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**20. JCI DIGITAL SOLUTIONS.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/general\\_eula](http://www.johnsoncontrols.com/buildings/legal/digital/general_eula) governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/general\\_tos](http://www.johnsoncontrols.com/buildings/legal/digital/general_tos) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription

fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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**21. Privacy. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <http://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**22. ASSIGNMENT.** This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**23. TERMINATION.** If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

**24. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

**25. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



## CHANGE ORDER

<b>Project Name:</b>	INDEPENDENT SCHOOL DISTRICT 709-2024.03-Staff Aug	<b>Contact Person:</b> Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	
<b>CDW Affiliate:</b>	CDW Government, LLC	
<b>Effective Date:</b>	September 10, 2024	<b>Digital Velocity BDM:</b> Nate Faust
<b>Change ID:</b>	124505 - 01	

This change order (“**Change Order**” or “**CO**”) is made and entered into effect on September 10, 2024 (the “**Effective Date**”) by and between the undersigned, CDW Government, LLC (“**Seller**” and “**we**”), and Duluth Independent School District No. 709 (MN) (“**Customer**” and “**you**”), and amends that certain Statement of Work between the parties, made effective March 27, 2024, for INDEPENDENT SCHOOL DISTRICT 709-2024.03-Staff Aug (“**Statement of Work**” or “**SOW**”).

In the event of a conflict between the terms of the Statement of Work and the terms of this Change Order, the terms of this Change Order shall prevail. Except as expressly modified by this Change Order, all terms of the Statement of Work shall remain in full force and effect.

### CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds a third Consulting Engineer to the project. All references and requirements throughout the SOW shall include this Consulting Engineer #3 at a Unit Rate of \$200 and 50 Billable Units, as shown in Table 1.

TABLE 1 – SERVICES FEES

Unit Type	Unit Rate	Billable Units	Subtotal
Consulting Engineer #3 – Per Hour	\$200.00	50	\$10,000.00
<b>Estimated Totals</b>			<b>\$10,000.00</b>

(Signatures on Following Page)

Budget Code: 01E 012 108 000 305 000

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

**CDW Government, LLC**

**Duluth Independent School District No. 709  
(MN)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: Simone Zunic  
Name: Simone Zunic  
Title: Exec Dir of BS Services  
Date: Sept 12, 2024

## ENTERPRISE AND PUBLIC VIDEOPHONE REGISTRATION

In May 2019, the Federal Communications Commission (FCC) passed a rule that requires the registration of all enterprise and public videophones and devices. Sorenson hopes the information below helps you understand this new requirement.

### **What do enterprise and public phone customers need to do now?**

Registration will require very little from Sorenson customers. We already have most of the required registration information. We will primarily need our customers' assistance in identifying the "responsible individual" at each organization, business, or agency who is responsible for the account.

### **What does it mean to be the "responsible individual"?**

The FCC requires that all VRS providers obtain two signed agreements from their enterprise and public phone customers. The "responsible individual" must sign these agreements. The first agreement states that the responsible individual will provide consent for the VRS provider to submit information about the customer's endpoints to the TRS Administrator. The type of information VRS providers must submit is described below. The second agreement is a certification from the responsible individual stating that the organization, business, or agency will ensure that only individuals with a hearing or speech disability will use the videophone for VRS. Hearing users who know sign language can still use endpoints for non-VRS "point-to-point" calls.

### **What must a company do to ensure that only individuals with a hearing or speech disability use the videophone for Video Relay Service?**

The organization, business, or agency must make "reasonable efforts" to ensure only people with a hearing or speech disability are permitted to use the videophone for VRS. There are no prescribed steps that must be taken, and reasonable efforts may vary by entity, potential users, and locations of videophones. The FCC indicates, however, that reasonable efforts could include maintaining a copy of the user's request, maintaining a list of users, and requiring individuals to provide proof of their registration for VRS when requesting to use a videophone.

### **When do VRS providers need to start registering enterprise and public videophones?**

VRS providers will be notified when the TRS Administrator is ready to accept registrations. Providers will then have a 120-day period within which to submit the required registration information. To ensure the timely registration of our customers, Sorenson representatives will proactively contact our enterprise and public phone customers to verify the "responsible individual" from each organization.

### **What is an "enterprise videophone" versus a "public videophone"?**

The FCC defines "enterprise videophones" and "public videophones" differently. An "enterprise videophone" is a videophone maintained by a business, organization, or government agency that is used by employees or other individuals in private or restricted areas. For example, this could be a videophone used at a reception desk or in a private office. A "public videophone" is a videophone maintained by a business, organization, or government agency that is available for use by the public in a public space. For example, this could be a videophone in an airport, library, or hospital lobby.

## What registration information will Sorenson submit to the TRS Administrator?

The FCC rule requires all VRS providers submit the following registration information:

1. Name of the VRS provider
2. Videophone's phone number
3. Name and physical address of organization/business where the videophone is located
4. Emergency 911 address, if different than the organization's physical address
5. The date Sorenson initiated service to the videophone
6. The name, title, and contact information of the individual associated with the organization, business, or agency who is responsible for the videophone ("responsible individual")
7. Signed certification from the responsible individual stating the person understands the function of the videophone and understands the cost of VRS calls is financed by the federally-regulated Interstate TRS Fund. The certification also states the responsible individual will make reasonable efforts to ensure only people with a hearing or speech disability are permitted to use the phone for VRS.
8. Whether the phone is assigned to a hearing individual who knows sign language
9. For enterprise phones only, the specific type of location where the videophone is placed within the business, organization, or agency - for example, a reception desk, common work area, or private office
10. Consent from the responsible individual permitting Sorenson to provide the above information to the TRS Administrator

## What information does Sorenson need from customers?

In the near term, a Sorenson representative will reach out to customers to obtain and verify the contact information for the responsible individual who will sign the certification (No. 7 above) and the consent (No. 10 above). For videophones and devices that constitute "enterprise videophones," Sorenson will also need to obtain information regarding the "location type" of each videophone. We will provide additional guidance in the future about how we will collect that information.

## What will happen if an enterprise customer does not sign the required agreements?

Only enterprise and public phones that are registered will be set up to use VRS. Because this is a rule required by the FCC, if the business, organization, or agency does not sign the required agreements or provide the required information, all videophones and devices (and their associated ten-digit numbers) will be disabled.

## Whom do I contact for more information?

- FCC information
  - <https://www.fcc.gov/general/trs-user-registration-database-faqs-asl-video>
  - Videophone: 1-844-432-2275
  - Voice: 1-888-225-5322 (1-888-CALL-FCC)
  - Email: [DRO@fcc.gov](mailto:DRO@fcc.gov)
- Sorenson Relay Enterprise Team
  - [enterprise@sorenson.com](mailto:enterprise@sorenson.com)

## ENTERPRISE AND PUBLIC VIDEOPHONE URD CONSENT

To ensure the proper administration of the Telecommunication Relay Services (TRS) program, the Federal Communications Commission (FCC) requires all Video Relay Service (VRS) providers to collect and submit specific data to the TRS User Registration Database (TRS-URD). The following account information will be submitted to the database and made available for review by the FCC, the TRS Fund Administrator, their respective agents, and any person or entity designated by them for access to the database:

- Name of VRS provider
- Ten-digit number assigned to the videophone(s)
- Name of organization, business, agency, or other entity
- Physical address of the entity
- 911 address for the videophone(s), if different than physical address
- Whether the videophone is designated as an enterprise or public videophone
  - If an enterprise videophone, the type of location where the videophone is located within the organization, business, agency, or other entity (i.e., reception desk, other work area, private workspace, private room in long-term care facility, other restricted area).
- Date of service initiation to the videophone(s)
- Name of individual responsible for the videophone(s)
- The date of and a digital copy of the signed certification from the individual responsible for the videophone(s) stating such person understands the function of the videophone(s) and that the cost of VRS calls made on the videophone(s) is financed by the federally-regulated Interstate TRS Fund
- Whether the videophone is assigned to a hearing individual who knows sign language

On behalf of [entity name] \_\_\_\_\_

**Independent School District 709** \_\_\_\_\_ ("Entity"),

I, [first and last name], **Simone Zunich** \_\_\_\_\_ hereby consent to Sorenson sharing with the TRS-URD the registration information described above for all existing videophones located at Entity's facilities and any videophones installed at Entity's facilities after the date of this consent and acknowledge that failure to give this consent will result in denial of service to the videophone(s).

*Simone Zunich*

Simone Zunich (Sep 13, 2024 08:55 CDT)

**Signature**

**Simone Zunich**

**Name**

**218-336-8704**

**Telephone**

**simone.zunich@isd709.org 09/13/2024**

**Email**

**Date**

Please email completed documents directly to: [enterprise@sorenson.com](mailto:enterprise@sorenson.com)

### ENTERPRISE AND PUBLIC VIDEOPHONE CERTIFICATION

My name is [first name last name] Simone Zunich, and I am the individual responsible for overseeing the Sorenson VRS videophone(s) assigned to [entity name] Independent School District 709

(hereinafter "Entity"). I will be responsible for any additional Sorenson VRS videophone(s) installed at Entity following the date of this certification.

I understand the functions of the videophone(s) and that the federally regulated Interstate TRS Fund finances the cost of VRS calls made on the videophone(s). Entity will make reasonable efforts to ensure that only persons with a hearing or speech disability are permitted to use the videophone(s) for VRS. Entity will make these efforts even if I am no longer the person responsible for the Sorenson videophone(s). Entity acknowledges it is solely responsible for notifying Sorenson of any changes to the person responsible for the Sorenson videophone(s) or the location of the videophone(s) and will do so immediately upon any changes taking effect.

Simone Zunich  
Simone Zunich (Sep 13, 2024 08:55 CDT)  
**Signature**

Simone Zunich  
**Name**

218-336-8704  
**Telephone**

simone.zunich@isd709.org 09/13/2024  
**Email** **Date**

Please email completed documents directly to: [enterprise@sorenson.com](mailto:enterprise@sorenson.com)

**Many Rivers Montessori**  
 Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
 2024-2025

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school’s calendar for the year.
2. ISD 709 Transportation Department will complete the “Invoice/Reimbursement Form” (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in the family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

*(One round trip from home to school)*

3. Email "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Carpool mileage should not be submitted. For the 2024-2025 school year one family reimbursement is a maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 6, 2025.

**SCHOOL NAME**

BY \_\_\_\_\_  
 Its Director

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY *Simone Zwick*  
 Director of Business Services

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19 day of August , 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Anna Schneider, 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:** facilitate LETRs sessions.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 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.** *Communicate, prepare and present LETRs training;*

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 per facilitated session.

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.
- c. You are prohibited from working with the district more than 14 hours in any given week or more than 67 work days in a year.

**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:Lora Thurston , 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) or by email at [anna.schneider12@gmail.com](mailto:anna.schneider12@gmail.com)

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.

Anna Schneider [Redacted] 9/10/24

**Contractor Signature** SSN/Tax ID Number Date  
Lora Thurston 9/5/24

**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:**

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

Check if the contract will be paid using Student Activity Funds

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

01	E	005	640	000	185	154
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Zuel 9/12/24  
**Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair** Date



# Center for **Safe & Resilient** Schools and Workplaces

## Consulting Services Agreement

**THIS AGREEMENT** is entered into as of September 1, 2024 by and between **Center for Safe and Resilient Schools and Workplaces ("CSR")** having its principal place of business at 11847 Gorham Ave. #216 Los Angeles, CA 90049 and Duluth Public Schools ISD 709 ("ISD709"), having its principal place of business at 709 Portia Johnson Drive Duluth, MN 55811.

### **SECTION 1: Services to be Performed**

CENTER FOR SAFE AND RESILIENT SCHOOLS AND WORKPLACES (CSR) will perform the following tasks:

- CSR will conduct one live in-person training for up to 20 trainees in Support for Students Exposed to Trauma (SSET) in Spring of 2025. The initial day of training (6 hours) will be held on February 24, 2025 and the remaining 3 hours will be held virtually. The training is \$6000 for 9 hours of instruction.

- Estimated travel expenses not to exceed \$2,000. \$1,200 will be paid upfront to cover initial expenses. Any additional travel expenses will be itemized and invoiced following the completion of the February 24, 2025 training date. The remaining expenses will remain under \$800 not to exceed the \$2000 allotted total.

## SECTION 2: Independent Contractor

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All employees of CSR shall be deemed employees of CSR for all purposes and CSR alone shall be responsible for their work, personal conduct, direction, and compensation. CSR acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of ISD709. CSR is retained by ISD709 only for the purposes and to the extent set forth in this Agreement, and its relationship to ISD709 shall, during the periods of its services hereunder, be that of an independent contractor. CSR shall not be considered as having employee status and shall not be entitled to participate in any of ISD709 workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CSR, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by ISD709. CSR agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. CSR shall not assert any claim for additional employment benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CSR shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between ISD709 and its employees.

## SECTION 3: Non-Disclosure Statement

During the course of carrying out contracted activities, CSR may have access that is (i) related to ISD709 and/or its employees, agents, trustees, or vendors past, present, or future curricula, research, development or business activities and proprietary products, materials, services, or technical knowledge, (ii) related to ISD709 proprietary and/or educational services or operations, and (iii) regarded as confidential by v (collectively the "Confidential Information"). All information received by CSR in connection with contracted activities shall be deemed Confidential Information unless ISD709 advises CSR otherwise, in writing. In connection therewith, the following subsections shall apply:

- a. The Confidential information may be used by CSR only to assist ISD709 in connection with contractual activities;
- b. CSR will protect the confidentiality of the Confidential Information. Access to the Confidential Information shall be restricted to CSR and CSR shall not disclose Confidential Information to any third party;
- c. The Confidential Information may not be copied or reproduced without ISD709 prior written consent;
- d. Unless otherwise expressly authorized in writing by ISD709, all Confidential Information made available to CSR, including copies thereof, shall be returned to ISD709 upon the first to occur of (i) termination of this Agreement or (ii) by request of ISD709. If any such Confidential Information is stated in electronic form, it also shall be deleted by CSR in a manner that it cannot be retrieved; and
- e. Nothing in this Agreement shall prohibit or limit CSR's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) excluding participating schools, acquired by it from a third party which is not, to CSR's knowledge, under an obligation to ISD709 not to disclose such information, or (iv) which is or becomes publicly available through no breach by CSR of this Agreement.
- f. Moreover, all work produced by CSR under this agreement is to be used by ISD709. Documents, reports, or any other materials may not be shared with outside parties, without the expressed written consent of CSR.
- g. The parties further agree that the terms and conditions set forth in this SECTION THREE shall survive the expiration and/or termination of this Agreement.

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## SECTION 4: HIPAA

Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

## SECTION 5: FERPA

Pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g, *et seq.* ("FERPA"), no student's education records or personally identifiable information contained therein other than "directory information", as defined by 20 USC 1232g(a)(5), may be disclosed by CSR to any third party without the prior express written consent of the student's parent or guardian, unless otherwise explicitly permitted by law.

## SECTION 6: Terms of Payment

As compensation for performance hereunder, ISD709 shall pay CSR a price not to exceed \$ 8,000 for all work performed pursuant to this Agreement ISD709 agrees to pay monthly invoices.

## SECTION 7: Limitation on Delegation of Services

CSR shall not delegate any part of its services, duties, obligations, or responsibilities under this Agreement to a third party without ISD709 expressed written consent.

## SECTION 8: Representations

CSR represents that all services under this Agreement shall be provided by qualified individuals of good character. CSR represents that, to the best of its knowledge, information, and belief, no individuals providing services under this Agreement are currently charged, nor in the past have been charged, with any crime against a minor child.

In the event that any agent or employee of CSR providing services under this Agreement is arrested or charged with a crime against a minor child. CSR shall immediately notify ISD709.

## SECTION 9: Control of Work

CSR, as an independent contractor, retains the sole and exclusive right to control or direct the manner or means by which the work assigned by ISD709 and described herein is to be performed.

## SECTION 10: No Authority to Bend the Consortium

CSR, as an independent contractor, is not an agent of ISD709 or the participating schools and has no authority to enter into contracts or agreements on behalf of ISD709 or the participating schools.

## SECTION 11: Compliance with Law

CSR shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations.

## SECTION 12: Anti-Assignment

CSR shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of ISD709.

## SECTION 13: Provision of Termination

In the event that either party hereto commits any breach of or default in any of the terms or conditions of this Contract, and fails to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option terminate this Contract by sending notice of termination in writing to the other party to such effect, and such termination will be effective as of the date of the receipt of such notice of termination. At that time, the Agency will give to the Administrative Agent all the information it has collected in the performance of its duties and will charge the Administrative Agent only the expenses incurred as of the date that the notice of termination is delivered.

## SECTION 14: Non-waiver for Breach

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any such subsequent breach.

## SECTION 15: Severability

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition shall remain in full force and effect.

## SECTION 16: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## SECTION 17: Authority to Enter Agreement

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

## SECTION 18: No Prior Agreements

This Agreement and its incorporated attachments constitutes the full and complete Agreement between ISD709 and CSR, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

### SECTION 19: Agreement Construction

This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

### SECTION 20: Authority to Enter Agreement

The undersigned representative of CSR hereby represents and warrants that the undersigned is an officer, director, or agent of CSR with full legal rights, power and authority to enter into this Agreement on behalf of CSR and bind CSR with respect to the obligations enforceable against CSR in accordance with its terms.

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

**SITE NAME:** Duluth Public Schools ISD 709

*Simone Zunic*  
*Business Services Director*      *9-24-24*

By: *Anthony Bui*      Date: *9/19/24*  
Title: *Assistant Superintendent*

**Center for Safe & Resilient Schools and Workplaces**

By: Pamela Vona  
Title: Chief Operating Officer  
11847 Gorham Ave. #216  
Los Angeles CA, 90049  
TIN: 84-3817351

Date: \_\_\_\_\_



*Budget Code*      *01 E 005 748 499 305 000*      [www.traumaawareschools.org](http://www.traumaawareschools.org)

# INVOICE

Center for Safe and Resilient  
Schools and Workplace  
11847 Gorham Ave. #216  
Los Angeles, CA 90049

info@safeandresilient.org  
+1 (323) 484-6808  
www.safeandresilient.org



Center for **Safe & Resilient**  
Schools and Workplaces <sup>53</sup>

### Bill to

Duluth Public Schools ISD 709  
709 Portia Johnson Drive  
Duluth, MN 55811

### Ship to

Duluth Public Schools ISD 709

### Invoice details

Invoice no.: CSR24-176  
Terms: Net 30  
Invoice date: 09/17/2024  
Due date: 10/17/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>SSET Training</b>	in-person SSET training to be held 2/24/25	1	\$6,000.00	\$6,000.00
2.		<b>Travel</b>	Initial travel expenses. Any additional expense to be invoiced following 2/24/25 (not to exceed \$2000 total travel)	1	\$1,200.00	\$1,200.00

**Total**

**\$7,200.00**

### Ways to pay

BANK

Pay invoice

*Budget Code*

*01 E 005 740 499 305 000*

### View invoice online

Scan code or go to the link below to view the invoice online

[View invoice](#)



**Company Address:**  
11720 Plaza America Dr., 9th Floor,  
Reston, VA 20190

**Prepared By:** Kristen Randolph  
**Phone:**  
**Email:** krandolph@k12.com

**Quote #:** Q-93953-1  
**Created Date:** 8/15/2024  
**Expiration Date:** 9/26/2024  
**Start Date:** 9/19/2024  
**End Date:** 9/1/2025  
**Contact Name:** Joseph Zwak  
**Phone:** 2182699674  
**Email:** joseph.zwak@isd709.org

**Bill To:**  
Duluth Public School District  
215 N 1st Ave E  
Duluth, MN 55802

**Ship To:**  
Duluth Public School District  
215 N 1st Ave E  
Duluth, MN 55802-2069

QTY	Product	Description	Unit Price	Total Price
300	Learning Hub Course Seat License	License for enrollment in one student in one course. This license is reusable. Includes content and hosting. Materials are ordered separately.	\$114.60	\$34,380.00

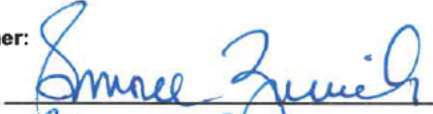
**Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.**

**FuelEd reserves the right to replace or substitute any product offerings set forth in this Order for another similar product or service, subject to availability.**

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <https://stridelearning.com/learning-solutions/products-and-services-agreement-terms.html>. This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

**Accepted by Customer:**

Signature:

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

Date:

9-24-24

Name (Print):

Title:

Exec. Dir. Business Services

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18th day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Minnesota Education Equity Partnership, 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:** Minnesota Education Equity Partnership (MnEEP), will provide the Keynote Speaker and six (6) breakout sessions for Professional Development at Denfeld High School on October 14, 2024. Three facilitators will be available to present on the topics below:

*Keynote - Educational Equity and Excellence,*

*Breakouts - Identity and Frame of Reference, Looking at Organizational Culture for Educational Equity and Excellence, Equity is Good Teaching and Good Teaching is Equity, The State of Students of Color and American Indian Students: A dive into 5 case studies, How Culture Supports Learning.*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of October 14, 2024 and shall remain in effect until October 14, 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.** The Professional Development Day will be held at Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807 on October 14, 2024. Minnesota Education Equity Partnership will provide a team of facilitators who will work with Duluth Public Schools Staff to advance racial justice and educational excellence for Minnesota's students. This will be done through offering six (6) breakout sessions and a keynote speaker. This agreement will include the cost of travel and facilitators through the day.

**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 \$5000 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: Ann Marie Schilling, Staff Development Coordinator, 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 Minnesota Education Equity Partnership, 2223 University Ave W. Suite 220, St. Paul, MN 55114.

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.

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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.

Contractor Signature *Carlos Mariani Rosa* SSN/Tax ID Number 41-1699505 Date 09/19/2024

Program Director *[Signature]* 9/20/24 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:**

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

Check if the contract will be paid using Student Activity Funds

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

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

*[Signature]* 9-25-24  
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 30th day of August, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and CW Transportation Services, 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 Tuesday, September 3, 2024 and shall remain in effect until September 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.** Transportation Services as needed by the school district for a student with a manual wheelchair and a school nurse from the front circle drive of Denfeld High School (401 N 44th Ave W, Duluth, MN) at 2:50 pm Monday thru Friday to the students home at 228 E Gilead Street, Duluth, MN.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 per day 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.

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

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

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

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

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

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

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

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

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

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 1619 Broadway Street, Superior, WI 54880.

- 
11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
- Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.
- Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

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

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

 \_\_\_\_\_ 9/16/24

Contractor Signature SSN/Tax ID Number Date

 \_\_\_\_\_ 9/10/24

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

\_\_\_\_\_ 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

03	E	013	760	723	360	000
XX	X	XXX	XXX	XXX	XXX	XXX

 \_\_\_\_\_ 9-12-24

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



### ACCOUNT SERVICES CONTRACT

This ACCOUNT SERVICES CONTRACT (the "Agreement") is made and entered into and effective on Sep 12, 2024 by and between EDU Healthcare, LLC, a North Carolina limited liability company ("EDU HEALTHCARE") and DULUTH PUBLIC SCHOOL DISTRICT, "Account" located at 709 Portia Johnson Dr Duluth, MN 55811

(Collectively referred to as "Parties")

1. **INTRODUCTION**

EDU HEALTHCARE is a workforce solutions provider engaged in the business of recruiting, staffing, placing, and managing providers of occupational, speech, physical, and psychological therapy, audiology, nursing care, and related health care services (the "Services"). Account desires EDU HEALTHCARE to supply one or more of its staff members ("Provider") to render such services to the students ("Students") of Account. To that end, the Parties enter into this Agreement:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, EDU HEALTHCARE and Account hereto intending to be legally bound, agree as follows:

2. **TERM AND TERMINATION**

This Agreement shall continue for a term outlined in Schedule A, subject to the provisions contained in this section. This Agreement may be terminated due to 1) Death or disability of the Provider assigned to Account. For these purposes, "disability" means a physical or mental impairment that prevents the performance of essential job functions, with or without accommodation; 2) Termination of the at-will employment relationship between EDU HEALTHCARE and the Provider, which prevents the rendering of Services to the Account's Students; 3) By EDU HEALTHCARE for a material breach of this Agreement. For these purposes, a material breach can include, but is not limited to, the Account's failure to pay invoices in a timely fashion and the reasonable belief by EDU HEALTHCARE that the Account is violating any federal or state anti-discrimination or workplace law or regulation after EDU HEALTHCARE has put Account on notice of its concern and the Account has failed to correct the perceived violation promptly. 4) By Account upon thirty (30) days prior written notice for Cause. For purposes of this Agreement, the term "Cause" shall mean acts or a willful failure to act by Provider or Providers that results in providing poor Services to Account's Students. Account shall immediately inform EDU HEALTHCARE and submit written documentation when such an act occurs. When this Agreement is terminated per Section 2, any unsatisfied obligation that arose before the termination date shall survive the termination until satisfied.

3. **RENEWAL**

This Agreement shall automatically renew at the end of the term, outlined in Schedule A of this Agreement, for successive one (1) year terms unless either Party provides a written notice at least thirty (30) days before the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement.

4. **DUTIES AND OBLIGATIONS OF EDU HEALTHCARE**

EDU HEALTHCARE shall provide the Services under the terms of this Agreement and by the requirements of federal, state, and local laws and applicable rules and regulations. EDU HEALTHCARE complies and will maintain compliance with all applicable laws, including but not limited to billing, claims, submission laws, and regulations in performing its services. EDU HEALTHCARE will keep records relating to the Services rendered pursuant to this Agreement. Providers will assist the Account in maintaining Student records by accepted professional standards and practices and in a manner designed to facilitate the retrieval of necessary data. Upon request by the Account, EDU HEALTHCARE shall make available all records concerning students of the account in its possession or control to ensure easy access for any potential future audits. EDU HEALTHCARE shall retain Student records for the period(s) required by state and federal law but in no event for less than ten (10) years from the date the Services were rendered. EDU HEALTHCARE will recruit, screen, interview, and assign Providers to meet the Account's needs. EDU HEALTHCARE will require all Providers to sign confidentiality agreements that promise to protect the Account's confidential information and the student's medical information. EDU HEALTHCARE will pay wages to employees following applicable state and federal laws governing wages and hours and wage payment. EDU HEALTHCARE will make all required withholdings for payroll and income taxes from employees' wages and will pay workers' compensation insurance premiums and unemployment taxes.

5. **DUTIES AND OBLIGATIONS OF ACCOUNT**

Account shall provide written policies and procedures for Services and comply in all material respects with applicable state and federal laws and regulations. Account shall maintain individual Student records in accordance with state and federal law. Account shall be made available to EDU HEALTHCARE and its Providers for review and inspection, upon reasonable request, individual records necessary for the proper evaluation and treatment of the student. EDU HEALTHCARE agrees to maintain the confidentiality of such documents by applicable law. Account shall promptly notify EDU HEALTHCARE of any issues or concerns with the Provider, whether related to attendance, performance, failure to adhere to Account's workplace policies, procedures, or any other matter. Account shall immediately inform EDU HEALTHCARE if it suspects that EDU HEALTHCARE is making any billing errors, or that a Provider is engaging in fraudulent activity or is violating or has violated any law.

Account Initials Shg Date 9.13.24



**17. INDEMNIFICATION**

66

To the extent permitted by law, EDU HEALTHCARE will defend, indemnify, and hold Account and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by EDU HEALTHCARE's breach of this Agreement; its failure to discharge its duties and responsibilities outlined in this Agreement; or the negligence, gross negligence, or willful misconduct of EDU HEALTHCARE's officers, employees, or authorized agents in the discharge of those duties and responsibilities. To the extent permitted by law, Account will defend, indemnify, and hold EDU HEALTHCARE and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Account's breach of this Agreement; its failure to discharge its duties and responsibilities outlined in this Agreement; or the negligence, gross negligence, or willful misconduct of Account or Account's officers, employees, or authorized agents in the discharge of those duties and responsibilities. Neither Party shall be liable for nor be required to indemnify the other Party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages. As a condition precedent indemnification, the Party seeking indemnification will inform the other Party within ten business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other Party, and the Party seeking indemnification will cooperate in the investigation and defense of any such matter. The provisions in this section constitute the complete agreement between the parties concerning indemnification, and each Party waives its right to assert any common-law indemnification or contribution claim against the other Party.

**18. INSURANCE**

Each Party shall obtain and keep in force, during the term of this Agreement, at its own individual cost and expense, adequate insurance to insure against liability to any person or property arising from the acts or omissions of its employees, agents, independent contractors, and servants. Additionally, the Parties agree to provide thirty (30) days advance notice of the amendment, termination, or cancellation of said policy.

**19. ATTORNEY'S FEES**

If either party brings an action to enforce or interpret the provisions of this Agreement, each party shall be responsible for its own costs in bringing or defending such action, including court costs and attorney's fees, except to the extent this Agreement provides otherwise. The Parties agree to cooperate fully and assist the other Party in investigating and resolving any complaints, claims, actions, or proceedings that may be brought by or involve a Provider:

**20. CIVIL RIGHTS**

Each party agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and all other applicable state and federal anti-discrimination laws and all regulations promulgated pursuant to it to the end that no person shall on the grounds of race, color, sex, religion, national origin, disability, sexual orientation, gender identity, age, or other protected characteristic be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or services.

**21. FEDERAL BUDGET RECONCILIATION ACT**

Until the expiration of four (4) years from the date of this Agreement, according to Title 42, Section 1395 (x) (v) (1) (A) of the United States Code, EDU HEALTHCARE shall make available upon written request of the Secretary of the United States Department of the Health and Human Services, or the request of the Controller General of the United States General Accounting Office, or any of their duly authorized representatives, copies of such documents as are necessary to substantiate the nature and costs associated with the Services performed by EDU HEALTHCARE under the terms of the Agreement.

**22. CAUSES BEYOND CONTROL**

Neither Party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming Party.

**23. DEFAULT**

If an Event of Default by Account occurs, in addition to the right to terminate this Agreement, EDU HEALTHCARE may seek any other remedy available to it in law or in equity on account of such default. Any amounts due for Services provided by EDU HEALTHCARE shall be immediately paid to EDU HEALTHCARE. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event of a default ("Event of Default") by the other party. With respect to the Account, it shall be an "Event of Default" hereunder: (a) if the Account fails to keep, observe, or perform any material term or provision of this Agreement, and such default shall continue for ten (10) days after written notice thereof shall have been given to Account by EDU HEALTHCARE, which notice shall specify the event or events constituting the default; (b) if the Account shall petition for reorganization or liquidation under the Bankruptcy Court or apply for, or consent to, the appointment of a receiver, trustee, or liquidator of Account, or of the facility at which Services are being rendered, or admit in writing its respective inability to pay its respective debts as they become due, make a general assignment for the benefit of creditors, or otherwise evidence its insolvency or (c) if the Account ceases to be the licensed operator of the facility at which Services are being rendered.

**24. NOTICE**

Any notice required to be given to a party to this Agreement shall be in writing and considered effective as of receipt by the notified party. All such notices shall be sent by United States mail, certified mail, return receipt requested, postage prepaid, addressed as set forth below:

If to EDU HEALTHCARE: PO Box 2400  
Cornelius, NC 28031

177

Account Initials



Date

9.13.24

If to Account: DULUTH PUBLIC SCHOOL DISTRICT  
709 Portia Johnson Dr Duluth, MN 55811

**25. GOVERNING LAW**

This Agreement and any modification shall be governed by and construed by the state's laws in which Services are provided.

**26. SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**27. MISCELLANEOUS**

Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or non-renewal. This Agreement, Schedule A, and any other exhibits attached to it contain the entire understanding between the Parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such Party thereafter to enforce every provision of this Agreement. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original hereof. IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first mentioned above.

**ACCOUNT**

Account: DULUTH PUBLIC SCHOOL DISTRICT

Signature: *Ermine Zinich*

Date: 9.13.24

**EDU HEALTHCARE, LLC**

By: *Matthew Lewis*  
Matthew Lewis (Sep 13, 2024 19:17 EDT)  
Matthew Lewis, VP

Date: Sep 13, 2024

*Ermine Zinich*

Account Initials *EL* Date 9.13.24



EDU Healthcare<sup>TM</sup>

**ACCOUNT SERVICE CONTRACT - SCHEDULE A**

This Schedule A is part of the Account Services Contract entered by and between EDU HEALTHCARE, LLC ("EDU HEALTHCARE") and the Account identified below.

**PROVIDER PLACEMENT DETAILS:**

Provider Name: Lynsey Haala

Term: 2024-2025 School Year, Per District Calendar

Services Provided: Registered Nurse

Hours: 38.75 Hours Per Week

**RATE AND PAYMENT DETAILS:**

Bill Rate: \$60 Per Hr

Payment: Due Thirty (30) Days from invoice date

**ADDITIONAL INFORMATION:**

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCOUNT**

Account: DULUTH PUBLIC SCHOOL DISTRICT

Signature: *Suzanne Zwick*

Date: 9.13.24

**EDU HEALTHCARE, LLC**

By: *Matthew Lewis*  
(Sep 13, 2024 10:17 EDT)

Matthew Lewis, VP

Date: Sep 13, 2024

*Suzanne Zwick*

Account Initials *SH* Date 9.13.24



WORK SCHEDULE - SCHEDULE B

This Schedule B is part of the Account Services Contract entered by and between EDU HEALTHCARE and the Account Identified below.

WORK SCHEDULE DETAILS:

Start Date: 09/16/24

Provider Name: Lynsey Haala

Account Name: DULUTH PUBLIC SCHOOL DISTRICT

Hours: 38.75 Hours Per Week

Term: 2024-2025 School Year, Per District Calendar

Are In-service Days Paid Days/Required? Select... NO

Using a PO? Select... YES

Assigned Building(s):

Monday	Tuesday	Wednesday	Thursday	Friday	
Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Workday Start Time 7:45am	Workday Start Time 7:45am	Workday Start Time 7:45am	Workday Start Time 7:45am	Workday Start Time 7:45am	
Workday End Time 4:00pm	Workday End Time 4:00pm	Workday End Time 4:00pm	Workday End Time 4:00pm	Workday End Time 4:00pm	
Day Sub Total 8.25	Day Sub Total 8.25	Day Sub Total 8.25	Day Sub Total 8.25	Day Sub Total 8.25	
Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select 30min unpaid	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select 30min unpaid	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select 30min unpaid	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select 30min unpaid	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select 30min unpaid	
Day Total (Day Sub Total Less Unpaid Lunch) 7.75	Day Total (Day Sub Total Less Unpaid Lunch) 7.75	Day Total (Day Sub Total Less Unpaid Lunch) 7.75	Day Total (Day Sub Total Less Unpaid Lunch) 7.75	Day Total (Day Sub Total Less Unpaid Lunch) 7.75	Weekly Total (Must Match Hours on Schedule A) 38.75

COMMENTS: Meet student at the bus when the bus arrives at 7:45am. Ride bus to school and remain with the student throughout the day. Ride bus home with student. Drop off is 3:57pm.  
Provider must not exceed weekly total hours as shown above WITHOUT prior approval between District and EDU Healthcare

Account Signature: *Suzanne Zwick*

Provider Signature: \_\_\_\_\_

*Suzanne Zwick*

Account Initials *SZ* Date 9.13.24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Meehan Mental Health Services, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 24, 2024 and shall remain in effect until September 25, 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.** Meehan Mental Health Services, Therapist Ann Meehan to provide 1 hour of student specific Dissociation Training at Denfeld High School on September 24, 2024.

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 \$ 150.00 in total.

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

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

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

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

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

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

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

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

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

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

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 Meehan Mental Health Services, 65 Sunnarborg Road, Esko, MN 55733.

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

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

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

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

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

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

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

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

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

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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website. **THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Ann Jackson 47-2410107 9.24.24

**Contractor Signature** SSN/Tax ID Number Date  
Jason Crane 9/23/24

**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:**

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

Check if the contract will be paid using Student Activity Funds

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

01	E	005	410	740	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Erin Zwick 9-24-24

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

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 12th day of September, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 2024 and shall remain in effect until June 4, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is September 9, 2024 and shall not extend beyond June 4, 2023; attending 2 days per week. The District will pay 2 days per week @ \$350.00 per month, and an Annual Fee of \$150.00.

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is

precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150.00 Annual Enrollment Fee, \$350.00 monthly and \$3650.00 in total .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved

such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

<b>Contractor Signature</b> <i>Jason Crane</i>	SSN/Tax ID Number	Date <i>9/16/24</i>
<b>Program Director</b>		Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

<i>Imine Zunic</i>	<i>9-24-24</i>
<b>Exec. Dir Finance &amp; Business Services / Superintendent of Schools / Board Chair</b>	<b>Date</b>

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of September, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 2024 and shall remain in effect until June 4, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is September 4, 2024 and shall not extend beyond June 4, 2023; attending 2 days per week. The District will pay 2 days per week @ \$350.00 per month, and an Annual Fee of \$150.00.

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is

precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150.00 Annual Enrollment Fee, \$350.00 monthly and \$3650.00 in total .

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

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

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

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

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

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

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

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

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

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

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)

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

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

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

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

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

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

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved

such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

<b>Contractor Signature</b> <i>Jason Cron</i>	SSN/Tax ID Number	Date <i>9/14/24</i>
<b>Program Director</b>		Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

<i>Imine Zunic</i>	<i>9-24-24</i>
<b>Exec. Dir Finance &amp; Business Services / Superintendent of Schools / Board Chair</b>	<b>Date</b>

## AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of August, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Gokee 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 6/01/2024 and shall remain in effect until 9/1/2024, 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 (36 hours) and \$ 1080 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) Joseph Gokee, 7 Victoria Lane, Ashland, WI 54806.

**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.

Joseph Cohen [Redacted] 8/31/24  
Contractor Signature SSN/Tax ID Number Date

[Signature] 8-30-24  
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	211	161	401	013
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

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

9-13-24  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of September, 2024 by and between Independent School District #709, a public corporation, hereinafter called District, and Molly Henke 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 September 12, 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.** Contractor will provide Nutrition & Dietician services for Duluth Head Start and Preschool.

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 of \$32 hourly and not to exceed \$8500 total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools; Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Molly Henke, 2129 6th Ave E, Hibbing, MN 55746.

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:

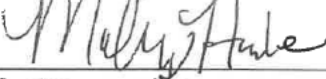

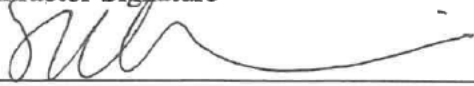
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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 9/12/24  
  
 Program Director \_\_\_\_\_ Date 9/12/24

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

**This contract is funded by either:**

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

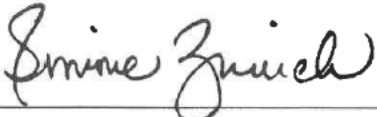
**Please check the appropriate line below:**

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

04	E	005	579	503	305	000- 83.86%
04	E	005	579	285	305	000-16.14%
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 9-13-24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18 day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of August 26, 2024 and shall remain in effect until June 6, 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.** Provide group facilitation services for ISD 709 Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150 hourly and \$ 6,000 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: Sharie Blevins 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 Mary Ann Marchel, 3929 Rockview Court, 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**



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Blue Sky Coffee Duluth, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** The Blue Sky Coffee trailer will be at the ECFE Transportation Night on September 25. ECFE staff volunteering at this event will be allowed to order a beverage and this will be paid for by the ECFE Citywide Student Activity Account.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 2024 and shall remain in effect until September 26, 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 have their coffee trailer at the ECFE Transportation Night on September 25 and will invoice the District for beverages ordered by ECFE staff volunteering at this event.

**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 \$ 500 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Blue Sky Coffee 5342 Martin Road, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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

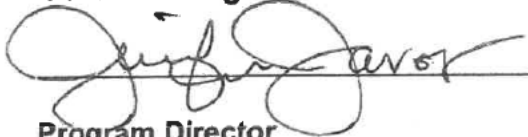
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Casey Kinnunen 93-3814313 September 23, 2024

**Contractor Signature**

SSN/Tax ID Number

Date



9-24-2024

Program Director

Date

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

**This contract is funded by either:**

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

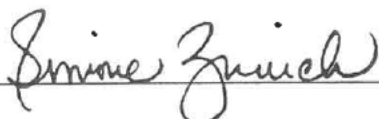
**Please check the appropriate line below:**

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

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

79	E	700	298	000	401	474
XX	X	XXX	XXX	XXX	XXX	XXX



9-26-24

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Nathan Payne, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/16 and shall remain in effect until 7/19, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \_\_\_\_\_ hourly and \$ 2400 in total.

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

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

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

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

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

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

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


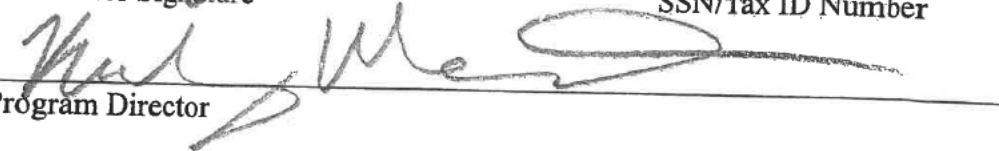
In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

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

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 7/17/24  
  
 Program Director \_\_\_\_\_ Date 7/17/24

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

**This contract is funded by either:**

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

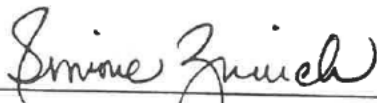
**Please check the appropriate line below:**

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

01	E	005	211	161	303	013
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 9-23-24

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Audrey Zupc, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/15/24 and shall remain in effect until 7/19/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \_\_\_\_\_ hourly and \$ 1,000-00 in total.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)  
2301 Chambersburg Ave Duluth, MN 55811

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

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

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

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

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.

Andrew Zupark  
Contractor Signature

[Redacted]  
SSN/Tax ID Number

7/15/24  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	000	211	161	303	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

9-23-24  
Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Calland Metts, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/2024 and shall remain in effect until June 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 \$ \_\_\_\_\_ hourly and \$ 5,000 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Carol Mott \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 7/15/24  
Contractor Signature

[Signature] \_\_\_\_\_ Date 7/15/24  
Program Director

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	211	161	303	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

9-23-24  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Vineyard Church, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/3/2024 and shall remain in effect until 6/6/2025, 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.** Rental of up to 50 parking spots for students at Duluth East High School

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 \$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.

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: Accounts Payable, 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) Duluth Vineyard Church, 1533 W Arrowhead Rd, Duluth MN 55811.

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

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

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

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

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

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

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

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

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

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

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

**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.

Melissa Hasbrock 3574190 13 Sept 24

**Contractor Signature** **SSN/Tax ID Number** **Date**

Kenny Sabong, Principal 9-12-24

**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:**

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

Check if the contract will be paid using Student Activity Funds

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

01	E	220	291	000	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

James Zuehl 9-12-24

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

## CLIENT INFORMATION AND CONTINGENT AGREEMENT

Event Date: 10-12-2024

Venue: Duluth Entertainment Convention Center

Venue Address: 350 Harbor Dr, Duluth, MN, 55802

### AGREEMENT

**ACCESS, SPACE AND POWER:** CLIENT will arrange for an appropriate space for the photo booth at CLIENT'S venue. Space must be level, solid and at least 9' by 9'. It is the CLIENT'S responsibility to ensure access is possible. Photo booth may be placed in an exterior location, provided it is protected from weather. CLIENT is responsible for providing power to the photo booth (1 10V, 10 amps, 3 prong grounded outlet).

**SERVICE PERIOD:** Pursuant to the responsibilities of the CLIENT, Provider agrees to have a photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth.

**DAMAGE TO PROVIDER'S EQUIPMENT:** CLIENT acknowledges that it shall be responsible for any damage or loss to the provider's equipment caused by any misuse of the provider's equipment by CLIENT'S or its guests, any theft or disaster (including but not limited to fire, flood or earthquake).

**CHANGES AND CANCELLATIONS:** Any request for a date, time, or location change must be made in writing at least thirty days in advance of the original event date. Change is subject to photo booth availability and receipt of a new service contract. If there is no availability for the alternate date, time or location, deposit shall be forfeited and the event cancelled. Any cancellation occurring less than ninety days prior to the event shall forfeit all payments received.

**MODEL RELEASE:** All guests using the photo booth hereby grant The Wild Booth and ADA Corporation the right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition the CLIENT does hereby release, discharge and agree to save harmless The Wild Booth and ADA Corporation from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

**HEALTH HAZARD:** ADA Corporation and the Wild Booth is not responsible for any injuries incurred by CLIENT or its event guests while in the photo booth. Event guests who have the condition Epilepsy should not utilize the photo booth at any point during the event. If CLIENT knows of an event guests who has Epilepsy, they should be notified prior to the event.

**INCLEMENT WEATHER:** For outdoor events, CLIENT shall provide overhead shelter for the Wild Booth and sufficient protection from the elements. Wild Booth reserves the right, in good faith, to cease the operation should the weather pose a potential danger to our personnel, the equipment, or guests. Since safety is paramount in all decisions, Wild Booth's compensation will not be affected if operation is ended. CLIENT assumes all responsibilities for equipment damage suffered from exposure to adverse weather conditions, and shall be charged for replacement/repair to said equipment.

**GENERAL LIMIT OF LIABILITY:** ADA Corporation and the Wild Booth's liability under this agreement shall not, under any circumstance, exceed the amount the CLIENT agrees to pay under this agreement for photo booth services.

**COPYRIGHT:** The photography produced by ADA Corporation and the Wild Booth is protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the express written permission of ADA Corporation. It is further agreed

**COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result under this agreement. ADA Corporation and the Wild Booth is not responsible if key individuals fail to appear or cooperate during photographic sessions, for missed images due to details not revealed to ADA Corporation, or for other similar or related issues.

**HOUSE RULES:** ADA Corporation and the Wild Booth is limited by the guidelines of the event venues. CLIENT agrees to accept the technical results of these guidelines, including but not limited to how the guidelines may affect the photography and use of the photo booth. Negotiation with venue officials for moderation of any photography guidelines is the CLIENT'S responsibility. ADA Corporation and the Wild Booth will abide by the rules of the event venue regarding camera equipment, placement, movement, and other photography-related issues.

**DELIVERY OF IMAGES:** Upon receipt of digital images, whether by flash drive or by download link, client accepts all responsibility for archiving and protecting photographs. Provider is not responsible for the lifespan of any digital media provided for any future changes in digital technology or media readers that might result in inability to read media as provided. It is the CLIENT'S responsibility to make sure the digital files are copied to new media as required.

**JURISDICTION/CHOICE OF LAW:** This agreement shall be interpreted under the laws of the State of Minnesota. Any litigation related to this agreement shall take place in the courts of the State of Minnesota.

**PAYMENT:** A non-refundable payment of 50% is required at the time of booking to secure the date. The balance is then due 14 days prior to the event date. CLIENT can pay in full upon booking.

**SEVERABILITY:** If any provision of this agreement is held to be unenforceable, all remaining provisions of the agreement shall remain in full force and effect.

**INDEMNIFICATION:** CLIENT agrees to and understands the following:

1. CLIENT will indemnify and hold harmless Provider against any and all liability related to CLIENT'S event during or after CLIENT'S event. CLIENT will indemnify and hold harmless Provider the time of service and on into the future against any liability associated with CLIENT.
2. CLIENT will indemnify and hold harmless provider against any and all liability associated with the use of pictures taken with the Wild Booth and its representatives, employees, or affiliates at CLIENT'S event.

**ALL SALES ARE FINAL:** CLIENT understands and agrees that all sales and services fees are final.

**TRAVEL FEE:** The Wild Booth charges a travel fee of 50 cents/mile for all events that require round trip travel of more than 100 miles. Events requiring travel of more than 250 miles round-trip will be subject to a custom travel fee that will be disclosed and charged to CLIENT.

**MISCELLANEOUS TERMS:** In the event the Provider is unable to supply a working photo booth for at least 80% of the service period, CLIENT shall be refunded a prorated amount based on the amount of service received. If no service is received, Provider's maximum liability will be the return of all payments received from CLIENT. Provider is not responsible for any consequential damages of lost opportunities upon breach of this agreement.

**BOOTH AND PRINTS:** Each rental includes:

- Unlimited photo booth usage (digital) for at least 3 hours.
- Professional on-site attendānt



# INVOICE

Photo  
EVENTS

**Photo Active Events**

photos@photoactiveevents.com

888-347-5562

Invoice For **Aeris Allan Duluth East High School**  
 301 N 40th Ave E  
 Duluth , MN 55804  
 aerisallan@gmail.com  
 715-209-2762

Invoice Number **20240725-01**  
 Invoice Date **August 2, 2024**  
 Event Date **October 12, 2024**  
 Final Payment Due **September 28, 2024**

Description	Quantity	Unit Price	Amount
<b>Open Style Photo Booth Package (3 hours)</b> Saturday, October 12, 2024: 7:00 PM to 10:00 PM Duluth Entertainment Convention Center, 350 Harbor Dr, Duluth, MN, 55802 Package Includes:  <b>Package Features</b> <ul style="list-style-type: none"> <li>• Up to 4 Hours of Photo Booth Use Included</li> <li>• Unlimited On-Site Prints &amp; Reprints</li> <li>• Personalized Photo Template</li> <li>• Choice of Standard Backdrop Included</li> <li>• Fun Props Kit</li> <li>• On-Site Attendant</li> <li>• Digital Delivery of all photos post-event (may take up to 1-2 weeks for processing and publishing)</li> <li>• SMS digital sharing via email, text, social media</li> </ul> <b>Photo Booth</b> <ul style="list-style-type: none"> <li>• Any available photo booth that is capable of meeting/exceeding the package features.</li> </ul>	1	\$895	\$895
Backdrop Black	1	\$0	\$0 T

*OK to pay 9/18/24*

*79 E 220 290 000 305 465*

*Simone Zunic*

**Total Cost**

**\$895**

ADA Corporation

2 Business name/disregarded entity name, if different from above

d.b.a. Pro Sound and Light Show

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
  - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_
  - Other (see instructions) ▶ \_\_\_\_\_
  - C Corporation
  - S Corporation
  - Partnership
  - Trust/estate
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

350 Garfield Ave Suite4

Requester's name and address (optional)

6 City, state, and ZIP code

Duluth MN 55802

7 List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
			-				-			

OR

Employer identification number										
4	6	-	5	7	5	1	0	8	2	

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 4/23

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Paul Davis</b>	paul.davis@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for March 19, 2025 - March 21, 2025 with 125 participants. To hold your reservation we require a deposit of \$1,875.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i>	

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

<b>Printed Name:</b> <i>Simone Zunic</i>	<b>Title:</b> <i>Exec. Dir. Business Services</i>	
<b>Signed Name:</b> <i>Simone Zunic</i>	<b>Date:</b> <i>9/10/24</i>	
<b>Billing Contact:</b> <i>Accounts Payable</i>	<b>Billing Address:</b> <i>709 Portia Johnson Dr. Duluth MN 55811</i>	
<b>Billing email address:</b> <i>ap.vendor@isd709.org</i>		
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

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

**Today's Date: September 6, 2024**

**No Cost Contracts Signed  
September 2024**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Duluth Adult Education Consortium Agreement	Duluth Adult Education (TLE)	Collaboration for services between Duluth Public Schools, Proctor Public Schools and Hermantown Public Schools
On Site Enterprises	Purchasing Dept.	Bid #1269 – Vending services for Duluth Public School District (no cost to ISD 709)
Life House	Early Childhood	ECFE parent educator will attend parent group in collaboration with Life House staff once per week during the school year
Salvation Army	Early Childhood	ECFE parent educator will attend parent group in collaboration with Salvation Army staff once per week during the school year
University of South Dakota, School of Education	TLE Dept.	Student teaching opportunity agreement for 2024-2025 school year
Cody Schneider	Technology/TLE Dept.	Network Security Access Form for CSS/ISD 709 math tutor
Mary Balza	Technology/TLE Dept.	Network Security Access Form for CSS/ISD 709 tutor
Isabell Valento	Technology/TLE Dept.	Network Security Access Form for CSS/ISD 709 tutor

## Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2025. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

### Signatures:

Member ISD 700 and 704

Member ISD 709

School Districts Representative:

School District Representative:

By: Kristal Berg

By: Simone Zurich

Name: Kristal Berg

Name: Simone Zurich

Title: Director of Community Education

Title: Director of Finance and Business Services

Date: 09 / 03 / 2024

Date: 9/9/24

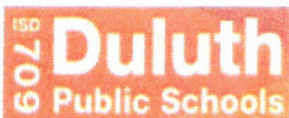
Adult Basic Education Representative:

By: [Signature]

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 9/9/2024



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and On Site Enterprises, 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 7/1/2024 and shall remain in effect until 6/30/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Bid-1269 - Vending Services per specifications and the response provided to the Bid.*

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

1. *Printed Memoranda of Agreement and Title Sheet;*
2. *Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;*
3. *Contractors Insurance Policy;*
4. *Supplementary Conditions and Insurance Requirements; and*
5. *Any other documents identified by ISD 709*

3. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (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 the TIN is provided.

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

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

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

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

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

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

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

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

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Cathy Holman, Purchasing Coordinator, 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) On Site Enterprises, 2841 Karl Avenue, Duluth MN 55811.

10. **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.

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

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

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

14. **Cancellation.** 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.

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

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

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


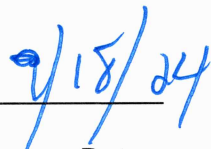

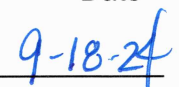
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

ISD 709/Duluth Public School is committed to providing an environment of mutual respect with a goal to ensure a diverse workforce is considered. Therefore, the winning vendor of this contract understands and agrees that their company shall comply with all applicable laws relating to discrimination in employment and be welcoming of applicants of all genders, sexual orientation, age and race for employment with their company.

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

		
_____		_____
<b>Contractor Signature</b>	SSN/Tax ID Number	Date
		
_____		_____
<b>Program Director</b>		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.

	
_____	_____
<b>Exec. Dir Finance &amp; Business Services / Superintendent of Schools / Board Chair</b>	Date

## AGREEMENT

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

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of August 26, 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 will attend parent group in collaboration with Life House staff once per week during the school year, except during school breaks and dependent on staff availability.

**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 Life House Attn: Ryan Irlbeck, 102 W 1<sup>st</sup> 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**



## AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Salvation Army, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 26, 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 will attend parent group in collaboration with Salvation Army staff once per week during the school year or provide home visits to families as needed/requested, except during school breaks and dependent on staff availability.

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 Salvation Army, Attn: Dana Weisman, 215 S 27<sup>th</sup> Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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


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

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

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

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

E Randall Polsley Sep 10, 2024  
E Randall Polsley (Sep 10, 2024 16:48 CDT) Date  
 Contractor Signature SSN/Tax ID Number

 9/12/24  
 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).

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

E Randall Polsley Sep 10, 2024  
E Randall Polsley (Sep 10, 2024 16:48 CDT) Date  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair



9-12-24

By and Between

THE UNIVERSITY OF SOUTH DAKOTA, School of Education

(Hereinafter USD)

And

Duluth School District

**For Participation in the Operation of a Professional Development District (PDD)**

**For the Period of January 2025 – May 2025**

### **Professional Development District**

The School of Education at The University of South Dakota (USD) will participate with regional school districts in the development and operation of a Professional Development District programs (PDD). This initiative includes, but is not limited to:

1. Placement and support for the full year residency and semester long programs involved in the USD Teacher Education program.
2. Placement and support for the early field experiences involved in the USD Teacher Education program.
3. Evaluation of teacher education residency candidates placed in PDD schools.
4. Professional development for cooperating classroom teachers in the PDD schools.

### **Definition of Terms**

For the purposes of this document, terms and definitions will be as follows:

- Professional Development District – The PK – 12 partner in the USD School of Education teacher preparation program
- Residency Instructor – The USD faculty member who will be primarily responsible for delivering the coursework during the residency year and coordinating the field based observations and evaluations of the teacher education candidates.
- University Supervisor – The USD supervisor assigned to the residency students when the residency instructor is unable to provide direct supervision of the residency student.
- Mentor – The PK – 12 teacher that has been assigned as the primary cooperating teacher for the teacher education candidate. The mentoring requirement may be a full year assignment or a semester/partial year assignment based on the placement or certification requirements of the teacher education candidate.
- Administrator – Specially certified educator whose job is to direct and manage daily operations or programs in an individual school. May also include personnel employed by central educational office who work at local school level. The administrator may be the principal, assistant principal, special education director, curriculum coordinator, or curriculum director.

#### **1. Program overview**

- a. USD will establish PDD sites collaboratively with public school districts to share jointly the resources and information pertaining to the PDD.

- b. The PDD will agree to this partnership with the USD School of Education through a written agreement signed by both parties on or before February 1 on the last year of the contract.
- c. It is mutually agreed that there shall be no discrimination on the basis of a person’s race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability in selection and participation of PDD teachers, mentors, or university faculty and staff.
- d. USD and the PDD agree to share data regarding performance of the residency program, teacher education candidates and students impacted by the teacher education candidates.

**2. Role of the USD School of Education in the PDD program**

- a. The School of Education is committed to involving its faculty in the PDD program. USD shall involve the faculty of the School of Education in collaborative enterprises to improve the quality of teaching and learning through such efforts as research or investigations of mutual interest. The guiding principle for the PDD program is the demonstration of research-based educator practices and technologies by exemplary school-based mentors, teacher candidates, and the USD faculty.
- b. USD may assign faculty members to the PDD sites for the purpose of communication, supervision, and demonstration teaching. The number of USD faculty with all or partial assignments will depend on the needs of the mentors, teacher candidates, and the district administrators.
- c. The teacher education candidates will be approved by USD faculty each year. The teacher education candidates will fill out the necessary applications to be considered for a clinical placement, providing references, transcripts, and other information as deemed necessary by the University.
- d. USD will compensate the mentors for supervision duties associated with the full year residency and semester long programs. The compensation rate will be determined on an annual basis. The rate per semester is \$250.
- e. The USD School of Education will assign a university supervisor to direct the work of the residency candidate. In most cases this will be the residency instructor assigned to the PDD. The university supervisor will serve as the team leader on behalf of the teacher education candidate.
- f. The USD School of Education Supervisor will conduct a minimum of four evaluations/semester during the residency year.
- g. USD will collaboratively disseminate information regarding the PDD and the knowledge generated through the PDD to the general educational community.
- h. USD will collaborate with participating school districts in the selection of classroom mentors. The total number of mentors and teacher education candidates at the PDD sites will be determined annually based on need and availability of mentors. Measures will be employed to jointly facilitate positive mentor – teacher candidate matches. Requirements for mentors include:
  - i. Three years of successful PK - 12 teaching.
  - ii. Administrator approval and recommendation to serve as a mentor.
- i. Teacher education candidates must:
  - i. Meet PDD requirements for placement considerations in the residency or semester long program. These requirements could include a background check and insurance coverage, meeting minimum GPA requirements, recommendations from early field experience supervisors and passing scores on PRAXIS exams.
  - ii. Be fully enrolled in an undergraduate teacher education program in the School of Education and registered for course work toward graduation during their involvement with the residency or semester long program.
  - iii. Be under joint supervision of the residency instructor and/or the university supervisor and mentor in the school they are assigned. The supervisory team will be headed by the university with involvement from the mentor, building principal and USD faculty as assigned.
  - iv. Be personally responsible for individual health insurance and professional liability insurance.
- j. This section reflects any unique conditions that will impact the USD/PDD agreement:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_

**3. PDD Responsibilities in the program**

- a. The participating PDD school districts will select mentor teachers from the existing school staff to work with the teacher candidates and the USD faculty and staff. The PDD will collaborate with the USD School of Education to match the interests and capabilities of mentors with those of the teacher education candidates. The mentors will be selected on the basis of exemplary contributions to education, leadership and their commitment to preparing others for the profession. Participation as a PDD district indicates that there will be placement opportunities for two or more teacher candidates each year to enhance opportunities for collaboration.
- b. The mentors or the administrators will be expected to conduct two formal performance evaluations/semester on the teacher education candidate.
- c. Teacher education candidates may be interviewed by the local PDD
- d. The PDD may provide a stipend to teacher candidates during the residency experience. The stipend amount shall be determined by the PDD. The teacher candidates will be individually responsible for the expenses of their USD tuition, fees, travel, books, and other costs of undergraduate study.
- e. The PDD may include duties and responsibilities to the teacher education candidate such as: extra-curricular activities, substitute teaching in related fields (10 days maximum), directing activities, non-teaching duties and committees. A PDD may choose to compensate the residency student for involvement in these activities.
- f. Participating school districts will share appropriate student achievement data for evaluation and program improvement in accordance with FERPA regulations.
- g. Participating school districts may allow videotaping of classroom instruction for professional development and candidate assessment purposes. Proper releases will be executed in accordance with PDD policy and procedures.
- h. The PDD may be required to provide available classroom space for embedded course work during the clinical experiences.
- i. This section reflects any unique conditions that will impact the USD/PDD agreement:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_

**4. Hold Harmless Clause**

- a. PDD agrees to hold harmless and indemnify the State of South Dakota, the South Dakota Board of Regents, The University of South Dakota, their officers, agents or employees from and against any and all actions, suits, damage, liability or other proceedings that may arise as a result its performance of the contract. Nothing herein requires PDD to be responsible for any action, suit damage, liability or other proceeding that may arise as a result of negligence, misconduct, error or omission of the State of South Dakota, the South Dakota Board of Regents, The University of South Dakota, their officers, agents or employees.

**5. Termination of This Agreement**

- a. Any party of the collaborating members of this agreement may terminate the agreement by February 1, with termination effective the following academic year.
- b. This agreement shall be reviewed annually for compliance, additions, and deletions. This review will be completed by March 1 of each year.
- c. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature and/or the Bush Foundation for this purpose. If for any reason the Legislature and/or Bush Foundation fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the University of South Dakota or the PDD. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

**6. Governing Law**

- a. This Agreement shall be governed by the laws of the state of South Dakota.

EXECUTED



9/25/24

Authorized School District Representative

DATE

Amy Schweinle, Dean, USD School of Education

DATE

Kurt Hackemer, Vice President, The University of South Dakota

DATE

**EXHIBIT A**  
**ACKNOWLEDGMENT AND CONSENT FORM**

I, Cody Schneider, hereby acknowledge that I will be providing educational support to Independent School District No. 709, Duluth Public Schools ("District") as a CSS/ISD 709 Tutor affiliated with The College of St Scholastica (hereinafter "Requesting Entity"). I have reviewed and understand the data sharing agreement between the District and Requesting Entity, which describes the access I will have to District information in the course of providing services to the District, as well as District Policies 5060 through 5060R, which generally describe the District's maintenance of student records.

I have also reviewed and understood the definitions of "personally identifiable information" and "educational data" as those terms are used in the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA"). 20 U.S.C. § 1232g, 34 C.F.R. § 99.31, and Minn. Stat. § 13.32. I acknowledge that personally identifiable information and educational data is prohibited from disclosure unless explicitly authorized by law. I understand I will be granted access to personally identifiable information and educational data under the "school official" exception recognized by both FERPA and the MGDPA only to the extent legitimately necessary for me to provide educational support (hereinafter "Covered Services") as a CSS/ISD 709 Tutor.

I hereby agree that I will use personally identifiable information and educational data only to the extent legitimate necessary for me to provide Covered Services as a CSS/ISD 709 Tutor. I further agree not to redisclose personally identifiable information and educational data to any person who is not a school official with a legitimate need to know the information or to any other third party unless disclosure is explicitly permitted or required by law. In the event a parent, eligible student, or other entity requests disclosure of personally identifiable information or educational data to a third party, I will direct the requesting individual to the appropriate building principal, who will process each request to disclose personally identifiable information and educational data in accordance with applicable District policies and procedures.

I acknowledge that I may not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of personally identifiable information or educational data unless legitimately necessary to perform the Covered Services as a CSS/ISD 709 Tutor. In the event I do legitimately maintain copies or other reproductions of personally identifiable information or educational data, I agree to destroy such copies or reproductions within 30 days of the date I cease providing services to the District as a [CSS/ISD 709 Tutor or within 30 days of the expiration of Requesting Entity's data sharing agreement with the District, whichever occurs first.

Finally, I acknowledge that Requesting Entity may request information related to my performance as a [CSS/ISD 709 Tutor for the purpose of conducting an evaluation of my ability to perform the duties of a CSS/ISD 709 Tutor. I hereby authorize the District to release all information maintained by the District as a result of my work with the District as a [CSS/ISD 709 Tutor to Requesting Entity, including information that would be considered private personnel data under Minn. Stat. § 13.43.

Date: 09/17/2024 Signed: Cody Schneider

ISD709 Network Security Access Form  
For Staff Not Employed by the School District

Forms MUST be submitted directly to the Technology Department

As non-district employee in the Duluth Public Schools, I am requesting access to ISD709's network. By signing this form, I am indicating I have read and understand District Policy and Regulations 5060 (Electronic Access to Student Information), 524 (Internet Acceptable Use & Safety Policy), and 3189 (Technology Software Copyright and Hardware Management).

First Name Cody Middle Initial A Last Name Schneider DOB: 08/27/2001

Agency you are employed by: The College of St Scholastica

Access Start Date: 09/17/2024 (month/date/year)

Access End Date (June 30 or before): 06/30/2025 (month/date/year)

Job Title: CSS/ISD 709 Tutor

Primary Work Site: Virtual Work Phone & Ext. 715-892-8163

Reason / Justification for Access: Math Tutor for ISD 709 Program

Account(s) Needed:

Email  Infinite Campus/Student Database

1. I am required to take up to 60 minutes annually of cyber-security training to protect student data and district services. A failure to complete training within 14 days of your first login will result in disablement of your account for security reasons.
2. I understand it would be a violation of School Board policy to allow another person to use my login user name or password.
3. I understand that I will be held accountable for all activities that happen under my login user name and will ensure my password is secure.
4. I understand that the network is monitored and any information electronically stored on District equipment is District property and may be altered, deleted, electronically backed up, or retained and archived.
5. I understand if I have access to employee or student information that I will be responsible for protecting that information and not releasing the data to unauthorized employees or outside agencies. If an employee asks for employee or student information, I will confirm with my supervisor that I may release this information and the requestor is authorized to receive the information. If any non-District employee or agency requests data, I will refer the request to the District Public Relations Office. I understand that failure to protect employee or student information in accordance with School Board policy and/or Minnesota State law for data privacy could result in disciplinary actions, including civil court action as defined and allowed by Federal and State law.

Applicant's Signature Cody Schneider Date 09/17/2024

School District Supervisor's / Sponsor's Name Ermine Zwick

School District Supervisor's / Sponsor's Signature Anthony Bon L Date 9/27/24

**EXHIBIT A  
ACKNOWLEDGMENT AND CONSENT FORM**

I, Mary Balza, hereby acknowledge that I will be providing educational support to Independent School District No. 709, Duluth Public Schools ("District") as a CSS/ISD 709 Tutor affiliated with The College of St Scholastica (hereinafter "Requesting Entity"). I have reviewed and understand the data sharing agreement between the District and Requesting Entity, which describes the access I will have to District information in the course of providing services to the District, as well as District Policies 5060 through 5060R, which generally describe the District's maintenance of student records.

I have also reviewed and understood the definitions of "personally identifiable information" and "educational data" as those terms are used in the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA"). 20 U.S.C. § 1232g, 34 C.F.R. § 99.31, and Minn. Stat. § 13.32. I acknowledge that personally identifiable information and educational data is prohibited from disclosure unless explicitly authorized by law. I understand I will be granted access to personally identifiable information and educational data under the "school official" exception recognized by both FERPA and the MGDPA only to the extent legitimately necessary for me to provide educational support (hereinafter "Covered Services") as a CSS/ISD 709 Tutor.

I hereby agree that I will use personally identifiable information and educational data only to the extent legitimate necessary for me to provide Covered Services as a CSS/ISD 709 Tutor. I further agree not to redisclose personally identifiable information and educational data to any person who is not a school official with a legitimate need to know the information or to any other third party unless disclosure is explicitly permitted or required by law. In the event a parent, eligible student, or other entity requests disclosure of personally identifiable information or educational data to a third party, I will direct the requesting individual to the appropriate building principal, who will process each request to disclose personally identifiable information and educational data in accordance with applicable District policies and procedures.

I acknowledge that I may not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of personally identifiable information or educational data unless legitimately necessary to perform the Covered Services as a CSS/ISD 709 Tutor. In the event I do legitimately maintain copies or other reproductions of personally identifiable information or educational data, I agree to destroy such copies or reproductions within 30 days of the date I cease providing services to the District as a [CSS/ISD 709 Tutor or within 30 days of the expiration of Requesting Entity's data sharing agreement with the District, whichever occurs first.

Finally, I acknowledge that Requesting Entity may request information related to my performance as a [CSS/ISD 709 Tutor for the purpose of conducting an evaluation of my ability to perform the duties of a CSS/ISD 709 Tutor. I hereby authorize the District to release all information maintained by the District as a result of my work with the District as a [CSS/ISD 709 Tutor to Requesting Entity, including information that would be considered private personnel data under Minn. Stat. § 13.43.

Date: 9/16/2024 Signed: Mary Balza

**ISD709 Network Security Access Form  
For Staff Not Employed by the School District**

**Forms MUST be submitted directly to the Technology Department**

As non-district employee in the Duluth Public Schools, I am requesting access to ISD709's network. By signing this form, I am indicating I have read and understand District Policy and Regulations 5060 (Electronic Access to Student Information), 524 (Internet Acceptable Use & Safety Policy), and 3189 (Technology Software Copyright and Hardware Management).

First Name Mary Middle Initial E Last Name Balza DOB: 06/02/2005

Agency you are employed by: The College of St Scholastica

Access Start Date: 9/16/2024 (month/date/year)

Access End Date (June 30 or before): 06/30/2025 (month/date/year)

Job Title: CSS/ISD 709 Tutor

Primary Work Site: The College of Saint Scholastica Work Phone & Ext. 651-706-5624

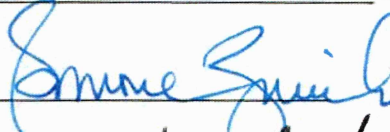
Reason / Justification for Access: Tutoring

Account(s) Needed:

- Email  Infinite Campus/Student Database

1. I am required to take up to 60 minutes annually of cyber-security training to protect student data and district services. A failure to complete training within 14 days of your first login will result in disablement of your account for security reasons.
2. I understand it would be a violation of School Board policy to allow another person to use my login user name or password.
3. I understand that I will be held accountable for all activities that happen under my login user name and will ensure my password is secure.
4. I understand that the network is monitored and any information electronically stored on District equipment is District property and may be altered, deleted, electronically backed up, or retained and archived.
5. I understand if I have access to employee or student information that I will be responsible for protecting that information and not releasing the data to unauthorized employees or outside agencies. If an employee asks for employee or student information, I will confirm with my supervisor that I may release this information and the requestor is authorized to receive the information. If any non-District employee or agency requests data, I will refer the request to the District Public Relations Office. I understand that failure to protect employee or student information in accordance with School Board policy and/or Minnesota State law for data privacy could result in disciplinary actions, including civil court action as defined and allowed by Federal and State law.

Applicant's Signature Mary Balza Date 9/16/2024

School District Supervisor's / Sponsor's Name 

School District Supervisor's / Sponsor's Signature  Date 9/22/24

**EXHIBIT A  
ACKNOWLEDGMENT AND CONSENT FORM**

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I, Isabel Valento, hereby acknowledge that I will be providing educational support to Independent School District No. 709, Duluth Public Schools ("District") as a CSS/ISD 709 Tutor affiliated with The College of St Scholastica (hereinafter "Requesting Entity"). I have reviewed and understand the data sharing agreement between the District and Requesting Entity, which describes the access I will have to District information in the course of providing services to the District, as well as District Policies 5060 through 5060R, which generally describe the District's maintenance of student records.

I have also reviewed and understood the definitions of "personally identifiable information" and "educational data" as those terms are used in the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA"). 20 U.S.C. § 1232g, 34 C.F.R. § 99.31, and Minn. Stat. § 13.32. I acknowledge that personally identifiable information and educational data is prohibited from disclosure unless explicitly authorized by law. I understand I will be granted access to personally identifiable information and educational data under the "school official" exception recognized by both FERPA and the MGDPA only to the extent legitimately necessary for me to provide educational support (hereinafter "Covered Services") as a CSS/ISD 709 Tutor.

I hereby agree that I will use personally identifiable information and educational data only to the extent legitimate necessary for me to provide Covered Services as a CSS/ISD 709 Tutor. I further agree not to redisclose personally identifiable information and educational data to any person who is not a school official with a legitimate need to know the information or to any other third party unless disclosure is explicitly permitted or required by law. In the event a parent, eligible student, or other entity requests disclosure of personally identifiable information or educational data to a third party, I will direct the requesting individual to the appropriate building principal, who will process each request to disclose personally identifiable information and educational data in accordance with applicable District policies and procedures.

I acknowledge that I may not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of personally identifiable information or educational data unless legitimately necessary to perform the Covered Services as a CSS/ISD 709 Tutor. In the event I do legitimately maintain copies or other reproductions of personally identifiable information or educational data, I agree to destroy such copies or reproductions within 30 days of the date I cease providing services to the District as a [CSS/ISD 709 Tutor or within 30 days of the expiration of Requesting Entity's data sharing agreement with the District, whichever occurs first.

Finally, I acknowledge that Requesting Entity may request information related to my performance as a [CSS/ISD 709 Tutor for the purpose of conducting an evaluation of my ability to perform the duties of a CSS/ISD 709 Tutor. I hereby authorize the District to release all information maintained by the District as a result of my work with the District as a [CSS/ISD 709 Tutor to Requesting Entity, including information that would be considered private personnel data under Minn. Stat. § 13.43.

Date: 9/23/24 Signed: Isabel Valento

**ISD709 Network Security Access Form  
For Staff Not Employed by the School District**

**Forms MUST be submitted directly to the Technology Department**

As non-district employee in the Duluth Public Schools, I am requesting access to ISD709's network. By signing this form, I am indicating I have read and understand District Policy and Regulations 5060 (Electronic Access to Student Information), 524 (Internet Acceptable Use & Safety Policy), and 3189 (Technology Software Copyright and Hardware Management).

First Name Isabel Middle Initial M Last Name Valento DOB: 04/14/1999

Agency you are employed by: The College of St Scholastica

Access Start Date: 9/23/2024 (month/date/year)

Access End Date (June 30 or before): 12/31/24 (month/date/year)

Job Title: CSS/ISD 709 Tutor

Primary Work Site: Virtual CSS Work Phone & Ext. 218-428-0789

Reason / Justification for Access: Communication with students and parents for tutor services

Account(s) Needed:

Email  Infinite Campus/Student Database

1. I am required to take up to 60 minutes annually of cyber-security training to protect student data and district services. A failure to complete training within 14 days of your first login will result in disablement of your account for security reasons.
2. I understand it would be a violation of School Board policy to allow another person to use my login user name or password.
3. I understand that I will be held accountable for all activities that happen under my login user name and will ensure my password is secure.
4. I understand that the network is monitored and any information electronically stored on District equipment is District property and may be altered, deleted, electronically backed up, or retained and archived.
5. I understand if I have access to employee or student information that I will be responsible for protecting that information and not releasing the data to unauthorized employees or outside agencies. If an employee asks for employee or student information, I will confirm with my supervisor that I may release this information and the requestor is authorized to receive the information. If any non-District employee or agency requests data, I will refer the request to the District Public Relations Office. I understand that failure to protect employee or student information in accordance with School Board policy and/or Minnesota State law for data privacy could result in disciplinary actions, including civil court action as defined and allowed by Federal and State law.

Applicant's Signature Isabel Valento Date 9/24/2024

School District Supervisor's / Sponsor's Name 

School District Supervisor's / Sponsor's Signature  Date 9/27/24

**Revenue Contracts Signed  
September 2024**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
Arrowhead Regional Corrections/Arrowhead Juvenile Center	TBD	TLE Dept.	Educational screenings, programs, services to be offered to youth by Duluth Public Schools' staff

**AGREEMENT**  
**School Years 2024-25 and 2025-26**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of September, 2024, by and between Independent School District #709, a public corporation, (hereinafter called the “District”) and Arrowhead Regional Corrections/Arrowhead Juvenile Center, an independent contractor, (hereinafter called “Contractor”).

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

The terms and conditions of this Agreement are as follows:

**1. Dates of Service.**

This Agreement shall be deemed to be effective as of September 3<sup>rd</sup>, 2024, and shall remain in effect until July 30<sup>th</sup> 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

**The District will provide the following services:**

- a) Educational screenings will be done on all juveniles held longer than 72 hours excluding weekends and Holidays and periods when schools is not in session using the educational screening tool identified by the District, unless the juvenile has a current individual education plan and a copy is in the AJC client’s file. (2960 Rule: 125A52 DHS and DOC Education Screening).
- b) Education programs and services will be provided to AJC residents that are consistent with Department of Education rules and statutory requirements governing education of a resident. If it is suspected that a resident has a disability, an educational evaluation must be conducted according to applicable rules to determine if the resident has a disability. Staff will ensure that the appropriate evaluation is completed and will assist a student who has disabilities and needs special education and related services to obtain those services. (2960.0270 Subp. 7.)
- c) Educational services will be provided to residents according to items i-ii, except where not applicable, due to the age of the resident or the resident's short stay in the facility. (2960.0080 Subp. 9.)
  - i) Facilitate educational programs that provide for instruction during the same school calendar established for the other schools in the District, if required by law; get the approval of the education services from the Department of Education
  - ii) Facilitate the resident's school attendance and homework activities.

- d) The District will work with the Contractor to provide transitional programming to ensure a smooth transition back to their home school per the IEP or regular education plan.
- e) The District will work with the Contractor to provide education about chemical health to the resident who has had a problem related to inappropriate chemical use, but who does not have a sufficient chemical use history to refer to treatment. The education must provide the resident with opportunities to examine the problems associated with inappropriate chemical use.

**The Contractor will:**

- a) Meet the physical plant and equipment requirements of the Department of Education for the provision of educational services.
- b) Cooperate with the District to provide the educational services at AJC and provide correctional services as needed to ensure safety for District staff within the facility.
- c) The Contractor will inquire at least every 90 days to determine whether the resident is receiving the education required by law and the resident's individual education plan that is necessary for the resident to make progress in the appropriate grade level. AJC will report the resident's educational progress to the case manager or placing agency. The contractor will facilitate education for any residents who have already graduated.

**3. Background Check.**

The Contractor follows the Department of Corrections and Department of Public Health license rules and does criminal record checks on all employees before they can be hired and work directly with any residents. The District is responsible for following license requirements as required by the Minnesota Department of Education and Minnesota statutes. Both the Contractor and District are precluded from performance of contract until the results of the criminal background check(s) are on file.

**4. Reimbursement.**

The District will provide services to residents of District #709 who are at AJC and bill for residents of Minnesota school districts for reimbursement at the current rate established by ISD #709 in accordance with current state statutes. For out of state school districts, AJC will reimburse the District at the current rate established by ISD #709 in accordance with current state statutes and will bill out of state counties for educational services provided to youth in AJC for more than 72 hours, excluding weekends and holidays. AJC's contracts with out of state counties will specify that the counties will be responsible for educational costs for youth residing at AJC longer than 72 hours.

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

- a. There is no exchange of money from the District to AJC. The District bills directly to other districts for payment back to the District.

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. 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 the District 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.

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

**10. Notices.**

All notices to the District shall be sent in writing to Director of Business Services, ISD 709, Duluth Public Schools, 4316 Rice Lake Road, Duluth MN 55811. All notices to Contractor shall be sent in writing to Superintendent, Arrowhead Juvenile Center, 1918 Arlington Avenue North, Duluth, MN 55811.

**11. Assignment.**

Contractor shall 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 it is in writing and 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 and District further understand and agree that they 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.**

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:

The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with AJC within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10 day notice of cancellation, non-renewal, or material change to all named and additional insureds.

AJC reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against ISD 709. All insurance policies shall be open to inspection by AJC, and copies of policies shall be submitted to AJC upon written request. All subcontractors shall provide evidence of similar coverage.

A. General Liability Insurance.

1. \$500,000 for claims for wrongful death and each claimant for other claims.

\$1,500,000 Each Occurrence.

No Less Than \$2,000,000 Aggregate coverage.

2. Policy shall include leased remises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
3. AJC must be named as additional insured.

B. Business Automobile Liability Insurance.

1. \$500,000 Each person;
2. \$1,500,000 Each Occurrence.
3. Must cover owned, leased, or rented vehicles

**18. Workers Compensation Insurance:** per statutory requirements.


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

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**


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.


**INDEPENDENT SCHOOL DISTRICT NO. 709**

  
\_\_\_\_\_  
Jacob Hintsala, Program Director

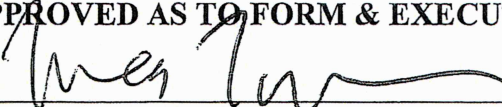
  
\_\_\_\_\_  
Simone Zurich, Exec. Dir. Of Finance & Business Services

**ARROWHEAD REGIONAL CORRECTIONS (ARC)  
ARROWHEAD JUVENILE CENTER (AJC)**

  
\_\_\_\_\_  
Becky Pogatchnik, AJC Division Director

  
\_\_\_\_\_  
Wally Kostich, ARC Executive Director

**APPROVED AS TO FORM & EXECUTION**

  
\_\_\_\_\_  
Assistant St. Louis County Attorney

9-17-2024

**Damion Number:** 2024-0504

## Grant Applications September 2024

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
Collaborative Grant	Kaitlyn Jamar	St Louis County	\$250,000.00	The intent to apply for funding through the St. Louis County Protective Factors Project is to support a family and community engagement initiative modeled after the Parent Institute for Quality Education (PIQE). Our project is designed to address the grant goals of enhancing Parent Engagement and Community Involvement, while also strengthening the protective factors that contribute to the well-being and success of children and families in our community by administering a needs assessment.
Hospitality Minnesota Education Foundation	Adam Wisocki	Duluth East Culinary Arts CTE	\$8,367.60	The funds will be going to purchase ServeSafe exam tickets for students to get an industry recognized credential, ProStart 1 & 2 curriculum, Equipment and Supplies, and food budget.
Legacy and MacMillan Grant	Cal Harris	Laura MacArthur/OEE	\$1,410.00	Per student transportation subsidy to the State Capitol and to Mille Lacs Indian Museum and Trading Post.